

***United States Court of Appeals
for the
District of Columbia Circuit***



**TRANSCRIPT OF
RECORD**

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Court of Appeals, District of Columbia

OCTOBER TERM, 1907.

No. 1825.

514

THE CATHOLIC UNIVERSITY OF AMERICA, A
CORPORATION, APPELLANT.

vs.

JOHN F. WAGGAMAN

APPEAL FROM THE SUPREME COURT OF THE DISTRICT OF COLUMBIA

FILED SEPTEMBER 3, 1907.

Nov 6 1907

COURT OF APPEALS OF THE DISTRICT OF COLUMBIA

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In the Court of Appeals of the District of Columbia.

No. 1825.

THE CATHOLIC UNIVERSITY OF AMERICA, a Corporation, Appellant,
vs.
JOHN F. WAGGAMAN.

a Supreme Court of the District of Columbia.

At Law. No. 47495.

THE CATHOLIC UNIVERSITY OF AMERICA, a Corporation, Plaintiff,
vs.
JOHN F. WAGGAMAN, Defendant.

UNITED STATES OF AMERICA, *District of Columbia, ss:*

Be it remembered, That in the Supreme Court of the District of Columbia, at the city of Washington, in said District, at the times hereinafter mentioned, the following papers were filed and proceedings had in the above-entitled cause, to wit:

1 *Declaration.*

Filed February 1, 1905.

In the Supreme Court of the District of Columbia.

At Law. No. 47495.

THE CATHOLIC UNIVERSITY OF AMERICA, a Corporation,
vs.
JOHN F. WAGGAMAN.

1. The plaintiff, The Catholic University of America, a corporation, duly incorporated, sues the defendant, John F. Waggaman, for that heretofore, to wit, on the 9th day of January, 1899, the said John F. Waggaman, by his promissory note now overdue, promised to pay to the order of Thomas E. Waggaman, by the designation of Thos. E. Waggaman, on demand after date the sum of \$4218.88, at 700 14th Street, Northwest, with interest at 6% per annum, and thereafter said note was endorsed by said Thomas E.

Waggaman before maturity for value and in the usual course of business, to the plaintiff, who is now the owner and holder thereof; and the plaintiff avers that thereafter the said note was duly presented for payment at the place therein named, but payment was refused and the said note remains and is now wholly due and unpaid:

Wherefore the plaintiff brings suit and claims the sum of \$4218.88, with interest thereon at the rate of 6% per annum, from the 9th day of July, 1904, besides costs of suit.

2 The plaintiff, The Catholic University of America, a corporation, duly incorporated, sues the defendant, John F.

Waggaman for that heretofore, to wit, on the 31st day of January, 1898, the said John F. Waggaman, by the designation of Jno. F. Waggaman, by his promissory note now overdue, promised to pay to the order of Thomas E. Waggaman, by the designation of Thos. E. Waggaman, on demand after date the sum of \$1558.49, at 700 14th Street, Northwest, with interest at 6% per annum, and thereafter the said note was endorsed by the said Thomas E. Waggaman before maturity for value and in the usual course of business, to the plaintiff, who is now the owner and holder thereof; and the plaintiff avers that thereafter the said note was duly presented for payment at the place therein named, but payment was refused and the said note remains and is now wholly due and unpaid:

Wherefore the plaintiff brings suit and claims the sum of \$1558.49, with interest at 6% per annum, from the 31st day of July, 1904, besides costs of suit.

3. The plaintiff, The Catholic University of America, a corporation, duly incorporated, sues the defendant, John F. Waggaman, for that heretofore, to wit, on the 2nd day of March, 1899, the said John F. Waggaman by his promissory note now overdue, promised to pay to the order of Thomas E. Waggaman, by the designation of Thos. E. Waggaman, on demand after date the sum of \$6370.59, at 700 14th Street, Northwest, with interest at 6% per annum, and thereafter said note was endorsed by the said Thomas E. Waggaman before maturity and in the usual course of business, to the plaintiff, who is now the owner and holder thereof; and the plaintiff

3 avers that thereafter the said note was duly presented for payment at the place therein named, but payment was refused and the said note remains and is now wholly due and unpaid:

Wherefore the plaintiff brings suit and claims the sum of \$6370.59, with interest thereon at the rate of 6% per annum, from the 2nd day of June, 1904, besides costs of suit.

4. The plaintiff, The Catholic University of America, a corporation, duly incorporated, sues the defendant, John F. Waggaman, for that heretofore, to wit, on the 3rd day of April, 1899, the said John F. Waggaman, by his promissory note now overdue, promised to pay to the order of Thomas E. Waggaman, by the designation of Thos. E. Waggaman, on demand after date the sum of \$1542.37, at 700 14th Street, Northwest, with interest at 6% per annum, and thereafter said note was endorsed by the said Thomas E. Waggaman

man, before maturity and in the usual course of business, to the plaintiff, who is now the owner and holder thereof; and plaintiff avers that thereafter the said note was duly presented for payment at the place therein named, but payment was refused and the said note remains and is now wholly due and unpaid:

Wherefore the plaintiff brings suit and claims the sum of \$1542.37, with interest at 6% per annum, from the 3rd day of July, 1904, besides costs of suit.

5. The plaintiff, The Catholic University of America, a corporation, duly incorporated, sues the defendant, John F. Waggaman, for that heretofore, to wit, on the 2nd day of May, 1899, the said John F. Waggaman, by the designation of Jno. F. Waggaman, by

his promissory note now overdue, promised to pay to the
4 order of Thomas E. Waggaman, by the designation of Thos.

E. Waggaman, on demand after date the sum of \$2635.18, at 700 14th Street, Northwest, with interest at 6% per annum, and thereafter said note was endorsed by the said Thomas E. Waggaman, before maturity and for value and in the usual course of business, to the plaintiff, who is now the owner and holder thereof; and plaintiff avers that thereafter the said note was duly presented for payment at the place therein named, but payment was refused and the said note remains and is now wholly due and unpaid:

Wherefore the plaintiff brings suit and claims the sum of \$2635.18, with interest thereon at the rate of 6% per annum, from the 2nd day of August, 1904, besides costs of suit.

6. The plaintiff, The Catholic University of America, a corporation, duly incorporated, sues the defendant, John F. Waggaman, for that heretofore, to wit, on the 2nd day of May, 1900, the said John F. Waggaman, by the designation of Jno. F. Waggaman, by his promissory note now overdue promised to pay to the order of Thomas E. Waggaman, by the designation of Thos. E. Waggaman, on demand after date the sum of \$9076.94, at 917 F Street, Northwest, with interest at 6% per annum, and thereafter said note was endorsed by said Thomas E. Waggaman before maturity for value and in the usual course of business, to the plaintiff, who is now the owner and holder thereof; and the plaintiff avers that thereafter the said note was duly presented for payment at the place therein named, but payment was refused and the said note remains and is now wholly due and unpaid:

5 Wherefore the plaintiff brings suit and claims the sum of \$9076.94, with interest thereon at the rate of 6% per annum, from the 2nd day of August, 1904, besides costs of suit.

7. The plaintiff, The Catholic University of America, a corporation, duly incorporated, sues the defendant, John F. Waggaman, for that heretofore, to wit, on the 3rd day of May, 1898, the said John F. Waggaman, by his promissory note now overdue, promised to pay to the order of Thomas E. Waggaman, by the designation of Thos. E. Waggaman, on demand after date the sum of \$4568.36, at 700—14th Street, Northwest, with interest at 6% per annum, and thereafter said note was endorsed by said Thomas E. Waggaman before maturity for value and in the usual course of business, to the plain-

tiff, who is now the owner and holder thereof; and the plaintiff avers that thereafter the said note was duly presented for payment at the place therein named, but payment was refused and the said note remains and is now wholly due and unpaid:

Wherefore the plaintiff brings suit and claims the sum of \$4568.36, with interest thereon at the rate of 6% per annum, from the 3rd day of August, 1904, besides costs of suit.

8. The plaintiff, The Catholic University of America, a corporation, duly incorporated, sues the defendant, John F. Waggaman, for that heretofore, to wit, on the 11th day of May, 1897, the said

6 John F. Waggaman, by the designation of Jno. F. Waggaman, by his promissory note now overdue, promised to pay to the order of Thomas E. Waggaman, by the designation of Thos. E. Waggaman, on demand after date the sum of \$9112.75, at 700—14th Street, Northwest, with interest at 6% per annum, and thereafter said note was endorsed by said Thomas E. Waggaman before maturity for value and in the usual course of business, to the plaintiff, who is now the owner and holder thereof; and the plaintiff avers that thereafter the said note was duly presented for payment at the place therein named, but payment was refused and the said note remains and is now wholly due and unpaid:

Wherefore the plaintiff brings suit and claims the sum of \$9112.75, with interest thereon at the rate of 6% per annum, from the 11th day of August, 1904, besides costs of suit.

9. The plaintiff, The Catholic University of America, a corporation, duly incorporated, sues the defendant, John F. Waggaman, for that heretofore, to wit, on the 2nd day of June, 1899, the said John F. Waggaman, by the designation of Jno. F. Waggaman, by his promissory note now overdue, promised to pay to the order of Thomas E. Waggaman, by the designation of Thos. E. Waggaman, on demand after date the sum of \$968.18, at 700—14th Street, Northwest, with interest at 6% per annum, and thereafter said note was endorsed by said Thomas E. Waggaman before maturity for value and in the usual course of business, to the plaintiff, who is now the owner and holder thereof; and the plaintiff avers that thereafter the said note was duly presented for payment, but payment was

7 refused and the said note remains and is now wholly due and unpaid:

Wherefore the plaintiff brings suit and claims the sum of \$968.18, with interest thereon at the rate of 6% per annum, from the 2nd day of June, 1904, besides costs of suit.

10. The plaintiff, the Catholic University of America, a corporation, duly incorporated, sues the defendant, John F. Waggaman, for that heretofore, to wit, on the 17th day of June, 1897, the said John F. Waggaman, by the designation of Jno. F. Waggaman, by his promissory note now overdue, promised to pay to the order of Thomas E. Waggaman, by the designation of Thos. E. Waggaman, on demand after date the sum of \$2419.72, at 700—14th Street, Northwest, with interest at 6% per annum, and thereafter said note was endorsed by said Thomas E. Waggaman before maturity for value and in the usual course of business, to the plaintiff, who is now

the owner and holder thereof; and the plaintiff avers that thereafter the said note was duly presented for payment at the place therein named, but payment was refused and the said note remains and is now wholly due and unpaid:

Wherefore the plaintiff brings suit and claims the sum of \$2419.72, with interest thereon at the rate of 6% per annum, from the 17th day of June, 1904, besides costs of suit.

11. The plaintiff, The Catholic University of America, a corporation, duly incorporated, sues the defendant, John F. Waggaman, for that heretofore, to wit, on the 3rd day of July, 1897, the said

John F. Waggaman, by the designation of Jno. F. Waggaman, by his promissory note now overdue, promised to pay to the order of Thomas E. Waggaman, by the designation of Thos. E. Waggaman, on demand after date the sum of \$1941.64, at 700—14th Street, Northwest, with interest at 6% per annum, and thereafter said note was endorsed by said Thomas E. Waggaman before maturity for value and in the usual course of business, to the plaintiff, who is now the owner and holder thereof; and the plaintiff avers that thereafter the said note was duly presented for payment at the place therein named, but payment was refused and the said note remains and is now wholly due and unpaid:

Wherefore the plaintiff brings suit and claims the sum of \$1941.64 with interest thereon at the rate of 6% per annum, from the 3rd day of July, 1904, besides costs of suit.

12. The plaintiff, The Catholic University of America, a corporation, duly incorporated, sues the defendant, John F. Waggaman, for that heretofore, to wit, on the 3rd day of July, 1899, the said John F. Waggaman, by the designation of Jno. F. Waggaman, by his promissory note now overdue, promised to pay to the order of Thomas E. Waggaman, by the designation of Thos. E. Waggaman, on demand after date the sum of \$2358.75, at 700—14th Street, Northwest, with interest at 6% per annum, and thereafter said note was endorsed by said Thomas E. Waggaman before maturity for value and in the usual course of business, to the plaintiff, who is now the owner and holder thereof; and the plaintiff avers that thereafter the said note was duly presented for payment at the place therein named, but payment was refused and the said note remains and is now wholly due and unpaid:

Wherefore the plaintiff brings suit and claims the sum of \$2358.75, with interest thereon at the rate of 6% per annum, from the 3rd day of July, 1904, besides costs of suit.

13. The plaintiff, The Catholic University of America, a corporation, duly incorporated, sues the defendant, John F. Waggaman, for that heretofore, to wit, on the 5th day of July, 1898, the said John F. Waggaman, by the designation of Jno. F. Waggaman, by his promissory note now overdue, promised to pay to the order of Thomas E. Waggaman, by the designation of Thos. E. Waggaman, on demand after date the sum of \$1947.95, at 700—14th Street, Northwest, with interest at 6% per annum, and thereafter said note was endorsed by said Thomas E. Waggaman before maturity for value and in the usual course of business, to the plaintiff, who

is now the owner and holder thereof; and the plaintiff avers that thereafter the said note was duly presented for payment at the place therein named, but payment was refused and the said note remains and is now wholly due and unpaid:

Wherefore the plaintiff brings suit and claims the sum of \$1947.95, with interest thereon at the rate of 6% per annum, from the 5th day of July, 1904, besides costs of suit.

14. The plaintiff, The Catholic University of America, a corporation, duly incorporated, sues the defendant, John F. Waggaman, for that heretofore, to wit, on the 14th day of August, 1897, the said John F. Waggaman, by his promissory note now overdue, promised to pay to the order of Thomas E. Waggaman, by the designation of Thos. E. Waggaman, on demand after date the sum

of \$1269.80, at 700—14th Street, Northwest, with interest at 10 6% per annum, and thereafter the said note was endorsed

by said Thomas E. Waggaman before maturity for value and in the usual course of business, to the plaintiff, who is now the owner and holder thereof; and the plaintiff avers that thereafter the said note was duly presented for payment at the place therein named, but payment was refused and the said note remains and is now wholly due and unpaid:

Wherefore the plaintiff brings suit and claims the sum of \$1269.80, with interest thereon at the rate of 6% per annum, from the 14th day of August, 1904, besides costs of suit.

15. The plaintiff, The Catholic University of America, a corporation, duly incorporated, sues the defendant, John F. Waggaman, for that heretofore, to wit, on the 2nd day of September, 1898, the said John F. Waggaman, by his promissory note now overdue, promised to pay to the order of Thomas E. Waggaman, by the designation of Thos. E. Waggaman, on demand after date the sum of \$2062.14, at 700—14th Street, Northwest, with interest at 6% per annum, and thereafter said note was endorsed by said Thomas E. Waggaman before maturity for value and in the usual course of business, to the plaintiff, who is now the owner and holder thereof; and the plaintiff avers that thereafter the said note was duly presented for payment at the place therein named, but payment was refused and the said note remains and is now wholly due and unpaid:

Wherefore the plaintiff brings suit and claims the sum of \$2062.14, with interest thereon at the rate of 6% per annum, 11 from the 2nd day of June, 1904, besides costs of suit.

16. The plaintiff, The Catholic University of America, a corporation, duly incorporated, sues the defendant, John F. Waggaman, for that heretofore, to wit, on the 2nd day of September, 1899, the said John F. Waggaman, by the designation of Jno. F. Waggaman, by his promissory note, now overdue, promised to pay to the order of Thomas E. Waggaman, by the designation of Thos. E. Waggaman, on demand after date the sum of \$3263.94, at 700—14th Street, Northwest, with interest at 6% per annum, and thereafter said note was endorsed by said Thomas E. Waggaman before maturity for value and in the usual course of business, to the plaintiff, who is now the owner and holder thereof; and the plaintiff

avers that thereafter the said note was duly presented for payment, at the place therein designated, but payment was refused and the said note remains and is now wholly due and unpaid:

Wherefore the plaintiff brings suit and claims the sum of \$3263.94, with interest thereon at the rate of 6% per annum, from the 2nd day of June, 1904, besides costs of suit.

17. The plaintiff, The Catholic University of America, a corporation, duly incorporated, sues the defendant, John F. Waggaman, for that heretofore, to wit, on the 5th day of October, 1897, the said John F. Waggaman, by his promissory note now overdue, promised to pay to the order of Thomas E. Waggaman, by the designation of Thos. E. Waggaman, on demand after date the sum of \$1650.47, at 700—14th Street, Northwest, with interest at 6% per annum, and thereafter said note was endorsed by said Thomas E. Waggaman before maturity for value and in the usual course of business, to the plaintiff, who is now the owner and holder thereof; and the plaintiff avers that thereafter the said note was duly presented for payment at the place therein named, but payment was refused and the said note remains and is now wholly due and unpaid:

Wherefore the plaintiff brings suit and claims the sum of \$1650.47, with interest thereon at the rate of 6% per annum, from the 5th day of July, 1904, besides costs of suit.

18. The plaintiff, The Catholic University of America, a corporation, duly incorporated, sues the defendant, John F. Waggaman, for that heretofore, to wit, on the 1st day of November, 1897, the said John F. Waggaman, by his promissory note now overdue, promised to pay to the order of Thomas E. Waggaman, by the designation of Thos. E. Waggaman, on demand after date the sum of \$2058.02, at 700—14th Street, Northwest, with interest at 6% per annum, and thereafter said note was endorsed by said Thomas E. Waggaman before maturity for value and in the usual course of business, to the plaintiff, who is now the owner and holder thereof; and the plaintiff avers that thereafter the said note was duly presented for payment at the place therein named, but payment was refused and the said note remains and is now wholly due and unpaid:

Wherefore the plaintiff brings suit and claims the sum of \$2058.02, with interest thereon at the rate of 6% per annum, from the 1st day of August, 1904, besides costs of suit.

19. The plaintiff, The Catholic University of America, a corporation, duly incorporated, sues the defendant, John F. Waggaman, for that heretofore, to wit, on the 1st day of November, 1898, the said John F. Waggaman, by the designation of Jno. F. Waggaman, by his promissory note now overdue, promised to pay to the order of Thomas E. Waggaman, by the designation of Thos. E. Waggaman, on demand after date the sum of \$4514.54, at 700—14th Street, Northwest, with interest at 6% per annum, and thereafter said note was endorsed by said Thomas E. Waggaman before maturity for value and in the usual course of business, to the plaintiff, who is now the owner and holder thereof; and the plaintiff avers that thereafter the said note was duly presented for payment at

the place therein named, but payment was refused and the said note remains and is now wholly due and unpaid:

Wherefore the plaintiff brings suit and claims the sum of \$4514.54, with interest thereon at the rate of 6% per annum, from the 1st day of August, 1904, besides costs of suit.

20. The plaintiff, The Catholic University of America, a corporation, duly incorporated, sues the defendant, John F. Waggaman, for that heretofore, to wit, on the 2nd day of December, 1899, the said John F. Waggaman, by the designation of Jno. F. Waggaman, by his promissory note now overdue, promised to pay to the order of Thomas E. Waggaman, by the designation of Thos. E. Waggaman, on demand after date the sum of \$4611.34, at 700—14th Street, Northwest, with interest at 6% per annum, and thereafter said note was endorsed by said Thomas E. Waggaman before maturity for value

14 and in the usual course of business, to the plaintiff, who is now the owner and holder thereof; and the plaintiff avers that thereafter the said note was duly presented for payment at the place therein named, but payment was refused and the said note remains and is now wholly due and unpaid:

Wherefore the plaintiff brings suit and claims the sum of \$4611.34, with interest thereon at the rate of 6% per annum, from the 2nd day of June, 1904, besides costs of suit.

21. The plaintiff, The Catholic University of America, a corporation, duly incorporated, sues the defendant, John F. Waggaman, for that heretofore, to wit, on the 3rd day of December, 1900, the said John F. Waggaman, by his promissory note now overdue, promised to pay to the order of Thomas E. Waggaman, by the designation of Thos. E. Waggaman, on demand after date the sum of \$8299.42, at 917 F Street, Northwest, with interest at 6% per annum, and thereafter said note was endorsed by said Thomas E. Waggaman before maturity for value and in the usual course of business, to the plaintiff, who is now the owner and holder thereof; and the plaintiff avers that thereafter the said note was duly presented for payment at the place therein named, but payment was refused and the said note remains and is now wholly due and unpaid:

Wherefore the plaintiff brings suit and claims the sum of \$8299.42, with interest thereon at the rate of 6% per annum, from the 3rd day of June, 1904, besides costs of suit.

22. The plaintiff, The Catholic University of America, a corporation, duly incorporated, sues the defendant, John F. Waggaman, for that heretofore, to wit, on the 31st day of December, 1898, the said John F. Waggaman, by the designation of Jno. F. Waggaman, by his promissory note now overdue, promised to pay to the order of Thomas E. Waggaman, by the designation of Thos. E. Waggaman, on demand after date the sum of \$1859.47, at 700—14th Street, Northwest, with interest at 6% per annum, and thereafter said note was endorsed by said Thomas E. Waggaman before maturity for value and in the usual course of business, to the plaintiff, who is now the owner and holder thereof; and the plaintiff avers that thereafter the said note was duly presented for pay-

ment at the place therein named, but payment was refused and the said note remains and is now wholly due and unpaid:

Wherefore the plaintiff brings suit and claims the sum of \$1859.47, with interest thereon at the rate of 6% per annum, from the 30th day of June, 1904, besides costs of suit.

23. The plaintiff, The Catholic University of America, a corporation, duly incorporated, sues the defendant, John F. Waggaman, for goods sold and delivered by the plaintiff to the defendant; and for work done and materials provided by the plaintiff for the defendant at his request; and for money lent by the plaintiff to the defendant; and for money paid by the plaintiff for the defendant at his request; and for money received by the defendant for the use of the plaintiff; and for money found to be due from the defendant to the plaintiff on account stated between them. And the plaintiff claims the sum of \$78,308.94, with interest on \$4218.88 from the 9th day of July, 1904; and with interest on \$1558.49 from the 31st day of July, 1904; and with interest on \$6370.59 from the 2nd day of June, 1904; and with interest on \$1542.37 from the 3rd day of July, 1904; and with interest on \$2635.18 from the 2nd day of August, 1904; and with interest on \$9076.94 from the 2nd day of August, 1904; and with interest on \$4568.36 from the 3rd day of August, 1904; and with interest on \$9112.75 from the 11th day of August, 1904; and with interest on \$968.18 from the 2nd day of June, 1904; and with interest on \$2419.72 from the 17th day of June, 1904; and with interest on \$1941.64 from the 3rd day of July, 1904; and with interest on \$2358.75 from the 3rd day of July, 1904; and with interest on \$1947.95 from the 5th day of July 1904; and with interest on \$1269.80 from the 14th day of August 1904; and with interest on \$2062.14 from the 2nd day of June, 1904; and with interest on \$3263.94 from the 2nd day of June, 1904; and with interest on \$1650.47 from the 5th day of July, 1904; and with interest on \$2058.02 from the 1st day of August, 1904; and with interest on \$4514.54 from the 1st day of July, 1904; and with interest on \$4611.34 from the 2nd day of June, 1904; and with interest on \$8299.42 from the 3rd day of June, 1904; and with interest on \$1859.47 from the 30th day of June, 1904, at the rate of 6% per annum, according to the Particulars of Demand hereto annexed, besides costs of suit.

CHARLES J. BONAPARTE,
HAMILTON & COLBERT,

Attorneys for Plaintiff.

17

Notice to Plead.

The defendant is to plead hereto on or before the twentieth day exclusive of Sundays and legal holidays, occurring after the day of service hereof; otherwise judgment.

CHARLES J. BONAPARTE,
HAMILTON & COLBERT,

Attorneys for Plaintiff.

Particulars of Demand.

\$4218.88 WASHINGTON, D. C., *Jan'y 9th*, 1899.

On demand after date I promise to pay to the order of Thos. E. Waggaman Forty-two hundred and eighteen & 88/100 Dollars at 700 14th St., N. W.

Value received with interest at 6% per annum.

JOHN F. WAGGAMAN.

Endorsed: Pay to the order of The Catholic University of America. T. E. Waggaman. I hereby guarantee the payment of the within note principal and interest March 16, 1904. T. E. Waggaman. Int. paid to July 9, 1904.

\$1558.49. WASHINGTON, D. C., *Jan. 31st*, 1898.

On demand after date I promise to pay to the order of Thos. E. Waggaman Fifteen Hundred and fifty-eight & 49/100 Dollars at 700 14th St. N. W.

18 Value received with interest at six per cent. per annum.

JNO. F. WAGGAMAN.

Endorsed: Pay to the order of The Catholic University of America. T. E. Waggaman. I hereby guarantee the payment of the enclosed note, principal & interest March 16, 1904. T. E. Waggaman. Int. paid July 31, 1904.

\$6370.59. WASHINGTON, D. C., *M'ch 2nd*, 1899.

On demand after date I promise to pay to the order of Thos. E. Waggaman Sixty-three hundred and seventy & 59/100 Dollars at 700 14th St. N. W.

Value received with Interest at 6% per annum.

JOHN F. WAGGAMAN.

Endorsed: Pay to the order of The Catholic University of America. T. E. Waggaman. I hereby hold myself — and guarantee the payment of the within note principal and interest M'ch 16, 1904. T. E. Waggaman. Int. paid to June 2, 1904.

\$1542.37. WASHINGTON, D. C., *Apr. 3rd*, 1899.

On demand after date I promise to pay to the order of Thos. E. Waggaman Fifteen hundred and forty-two & 37/100 Dollars at 700 14th St. N. W.

Value received with Interest at 6% per annum.

JOHN F. WAGGAMAN.

19 Endorsed: Pay to the order of The Catholic University of America. T. E. Waggaman. I hereby guarantee the payment of the within note, principal and interest, March 16, 1904. T. E. Waggaman. Int. paid to July 3, 1904.

\$2635.18.

WASHINGTON, D. C., *May 2nd*, 1899.

On demand after date I promise to pay to the order of Thos. E. Waggaman Twenty-six hundred and thirty-five & 18/100 Dollars at 700 14th St. N. W.

Value received with Interest at 6% per annum.

JNO. F. WAGGAMAN.

Endorsed: Pay to the order of The Catholic University of America. T. E. Waggaman. I hereby guarantee the payment of the within note, principal and interest March 16, 1904. T. E. Waggaman. Int. paid to Aug. 2, 1904.

WASHINGTON, D. C., *May 2''*, 1900.

On demand after date I promise to pay to the order of Thos. E. Waggaman Nine thousand and seventy-six & 94/100 Dollars at 917 F N. W.

Value received with interest at six per — annum.

\$9076.94.

JNO. F. WAGGAMAN.

20 Endorsed: Pay to the order of The Catholic University of America. T. E. Waggaman. I hereby guarantee the payment of the enclosed within note principal & interest, March 16, 1904. T. E. Waggaman. Int. paid to Aug. 2, 1904.

\$4568.36.

WASHINGTON, D. C., *May 3rd*, 1898.

On demand after date I promise to pay to the order of Thos. E. Waggaman Forty-five hundred and sixty-eight & 36/100 Dollars at 700 14th St. N. W.

Value received with Interest at 6% per annum.

JOHN F. WAGGAMAN.

Endorsed: Pay to the order of The Catholic University of America. T. E. Waggaman. I hereby guarantee the payment of the within note, principal and interest, March 16, 1904. T. E. Waggaman. Int. paid to Aug. 3, 1904.

\$9112.75.

WASHINGTON, D. C., *May 11th*, 1897.

On demand after date I promise to pay to the order of Thos. E. Waggaman Ninety-one hundred and twelve 75/100 Dollars at 700 14th St. N. W.

Value received with Interest at 6% per annum.

JNO. F. WAGGAMAN.

Endorsed: Pay to the order of The Catholic University of America. T. E. Waggaman. Int. paid to Aug. 11, 1904.

21

WASHINGTON, D. C., *June 2*, 1899.

On demand after date I promise to pay to the order of Thos. E. Waggaman Nine hundred and sixty-eight & 18/100 Dollars at 700 14th St. N. W.

Value received with interest at six per — annum.

\$968.18.

JNO. F. WAGGAMAN.

Endorsed: Pay to the order of The Catholic University of America. T. E. Waggaman. I hereby hold myself responsible and guarantee payment of within note, principal and interest, March 16, 1904. T. E. Waggaman. Int. paid to June 2, 1904.

\$2419.72.

WASHINGTON, D. C., *June 17th*, 1897.

On demand after date I promise to pay to the order of Thos. E. Waggaman Twenty-four hundred & nineteen & 72/100 Dollars at 700 14th St., N. W.

Value received with Interest at 6% per annum.

JNO. F. WAGGAMAN.

Endorsed: Pay to the order of The Catholic University of America. T. E. Waggaman. I hereby hold myself responsible for the within note and guarantee the payment, principal and interest, March 16, 1904. T. E. Waggaman. Int. Paid to June 17, 1904.

\$1941.64.

WASHINGTON, D. C., *July 3rd*, 1897.

On demand after date I promise to pay to the order of Thos. E.

Waggaman Nineteen Hundred and forty-one & 64/100
22 Dollars at 700 14th St. N. W.

Value received with Interest at 6% per annum.

JNO. F. WAGGAMAN.

Endorsed: Pay to the order of The Catholic University of America. T. E. Waggaman. I hereby guarantee the payment of the within note, principal and interest, March 16, 1904. T. E. Waggaman. Int. paid to July 3, 1904.

WASHINGTON, D. C., *July 3rd*, 1899.

On demand after date I promise to pay to the order of Thos. E. Waggaman Twenty-three hundred and fifty-eight & 75/100 Dollars at 700 14th St. N. W.

Value received with interest at six per — annum.

\$2358.75.

JNO. F. WAGGAMAN.

Endorsed: Pay to the order of The Catholic University of America. T. E. Waggaman. I hereby guarantee the payment of the within note, principal and interest, March 16, 1904. T. E. Waggaman. Int. paid to July 3, 1904.

\$1947.95.

WASHINGTON, D. C., *July 5th*, 1898.

On demand after date I promise to pay to the order of Thos. E. Waggaman Nineteen hundred and forty-seven & 95/100 Dollars at 700 14th St. N. W.

Value received with Interest at 6% per annum.

JNO. F. WAGGAMAN.

23 Endorsed: Pay to the order of The Catholic University of America. T. E. Waggaman. I hereby guarantee the payment of the note, principal and interest, March 16, 1904. T. E. Waggaman. Int. paid to July 5, 1904.

\$1269.80.

WASHINGTON, D. C., *August 14, 1897.*

On demand after date I promise to pay to the order of Thomas E. Waggaman Twelve hundred & sixty-nine & 80/100 Dollars at 700 14th St. N. W.

Value received with Interest at 6% per annum.

JOHN F. WAGGAMAN.

Endorsed: Pay to the order of The Catholic University of America. T. E. Waggaman. I hereby guarantee the payment of the within note, principal and interest March 16, 1904. T. E. Waggaman. Int. paid to Aug. 14, 1904.

\$2062.14.

WASHINGTON, D. C., *Sept. 2nd, 1898.*

On demand after date I promise to pay to the order of Thos. E. Waggaman Two thousand and sixty-two & 14/100 Dollars at 700 14th St. N. W.

Value received with Interest at 6% per annum.

JOHN F. WAGGAMAN.

Endorsed: Pay to the order of The Catholic University of America. T. E. Waggaman. I hereby guarantee the payment of the within note, principal and interest. T. E. Waggaman. Int. paid to June 2, 1904.

24

WASHINGTON, D. C., *Sept. 2nd, 1899.*

On demand after date I promise to pay to the order of Thos. E. Waggaman Thirty-two hundred and sixty-three & 94/100 Dollars at 700 14th St. N. W.

Value received with interest at six per — annum.

\$3263.94.

JOHN F. WAGGAMAN.

Endorsed: Pay to the order of The Catholic University of America. T. E. Waggaman. I hereby guarantee the payment of the within note, principal & interest, March 16, 1904. T. E. Waggaman. Int. paid to June 2, 1904.

\$1650.47.

WASHINGTON, D. C., *Oct. 5th, 1897.*

On demand after date I promise to pay to the order of Thos. E. Waggaman Sixteen Hundred and fifty & 47/100 Dollars at 700 14th St. N. W.

Value received with Interest at 6% per annum.

JOHN F. WAGGAMAN.

Endorsed: Pay to the order of The Catholic University of America. T. E. Waggaman. I hereby guarantee the payment of the within note principal & interest March 16, 1904. Int. paid to July 5, 1904.

25 \$2058.02. WASHINGTON, D. C., *Nov. 1st*, 1897.

On demand after date I promise to pay to the order of Thos. E. Waggaman Two Thousand and fifty-eight & 02/100 Dollars at 700 14th St. N. W.

Value received with Interest at 6% per annum.

JOHN F. WAGGAMAN.

Endorsed: Pay to the order of The Catholic University of America. T. E. Waggaman. I hereby guarantee the payment of the within note, principal and interest March 16, 1904. T. E. Waggaman. Int. paid to Aug. 1, 1904.

\$4514.54. WASHINGTON, D. C., *Nov. 1st*, 1898.

On demand after date I promise to pay to the order of Thos. E. Waggaman Forty-five hundred and fourteen & 54/100 Dollars at 700 14th St. N. W.

Value received with Interest at 6% per annum.

JNO. F. WAGGAMAN.

Endorsed: Pay to the order of The Catholic University of America. T. E. Waggaman. I hereby guarantee the payment of the within note principal and interest March 16, 1904. T. E. Waggaman. Int. paid to Aug. 1, 1904.

WASHINGTON, D. C., *Dec. 2nd*, 1899.

On demand after date I promise to pay to the order of Thos. E. Waggaman Forty-six hundred and eleven & 34/100 Dollars at 700 14th St. N. W.

26 Value received with interest at six per — annum.

\$4611.34.

JNO. F. WAGGAMAN.

Endorsed: Pay to the order of The Catholic University of America. T. E. Waggaman. I hereby guarantee the payment of the within note, principal & interest March 16, 1904. T. E. Waggaman. Int. Paid to June 2, 1904.

\$8299.42.

WASHINGTON, D. C., *Dec. 3rd*, 1900.

On demand after date I promise to pay to the order of Thos. E. Waggaman Eighty-two hundred and ninety-nine & 42/100 Dollars at 917 F — N. W.

Value received with interest at six per cent. per annum until paid.

JOHN F. WAGGAMAN.

Endorsed: Pay to the order of The Catholic University of America. T. E. Waggaman. I hereby guarantee the payment of the within note principal and interest March 16, 1904. T. E. Waggaman. Int. paid to June 3, 1904.

\$1859.47.

WASHINGTON, D. C., Dec. 31st, 1898.

On demand after date I promise to pay to the order of Thos. E. Waggaman Eighteen Hundred and fifty-eight & 47/100 Dollars at 700 14th St. N. W.

27 Value received with Interest at six per cent. per annum.
JNO. F. WAGGAMAN.

Endorsed: Pay to the order of The Catholic University of America. T. E. Waggaman. I hereby guarantee the payment of the within note principal & interest March 16, 1904. T. E. Waggaman. Int. paid to June 30, 1904.

DISTRICT OF COLUMBIA, *To wit:*

Personally appeared before me, a Notary Public, in and for said District, Dennis J. O'Connell, who being duly sworn, deposes and says that he is the Rector of The Catholic University of America, the corporation named as plaintiff in the foregoing and annexed declaration, which is referred to and prayed to be read as part hereof, and that he has personal knowledge of the matters set forth in this affidavit and is authorized by said corporation to make this affidavit; affiant further avers that the said plaintiff has a just cause of action against John F. Waggaman, the person named as defendant in said declaration, which is as follows:

On various dates in the years 1897, 1898, 1899 and 1900, the said plaintiff in the regular course of business became the holder and owner of the various notes set forth and described in the declaration and particulars of demand hereto attached and prayed to be read as part hereof, which said notes were signed by the defendant and made payable to the order of Thomas E. Waggaman; and affiant says that on the 9th day of January, 1899, the said
28 defendant executed and delivered his certain promissory note to Thomas E. Waggaman, for the sum of \$4218.88, payable on demand after date, with interest at 6% per annum; and on the 31st day of January, 1898, the said defendant executed and delivered his certain promissory note to Thomas E. Waggaman, for the sum of \$1558.49, payable on demand after date, with interest at 6% per annum; and on the 2nd day of March, 1899, the said defendant executed and delivered his certain promissory note to Thomas E. Waggaman, for the sum of \$6370.59, payable on demand after date, with interest at 6% per annum; and on the 3rd day of April, 1899, the said defendant executed and delivered his certain promissory note to Thomas E. Waggaman, for the sum of \$1542.37, payable on demand after date, with interest at 6% per annum; and on the 2nd day of May, 1899, the said defendant executed and delivered his certain promissory note to Thomas E. Waggaman, for the sum of \$2635.18, payable on demand after date with interest at 6% per annum; and on the 2nd day of May, 1900, the said defendant executed and delivered his certain promissory note to Thomas E. Waggaman for the sum of \$9076.94, payable on demand after date with interest at 6% per annum; and on the 3rd

day of May, 1898, the said defendant executed and delivered his certain promissory note to Thomas E. Waggaman for the sum of \$4568.36, payable on demand after date with interest at 6% per annum; and on the 11th day of May, 1897, the said defendant executed and delivered his certain promissory note to Thomas E. Waggaman for the sum of \$9112.75, payable on demand after date with interest at 6% per annum; and on the 2nd day of June, 1899, 29 the said defendant executed and delivered his certain promissory note to Thomas E. Waggaman for the sum of \$968.18, payable on demand after date with interest at 6% per annum; and on the 17th day of June, 1897, the said defendant executed and delivered his certain promissory note to Thomas E. Waggaman for the sum of \$2419.72, payable on demand after date with interest at 6% per annum; and on the 3rd day of July, 1897, the said defendant executed and delivered his certain promissory note to Thomas E. Waggaman for the sum of \$1941.64, payable on demand after date with interest at 6% per annum; and on the 3rd day of July, 1899, the said defendant executed and delivered his certain promissory note to Thomas E. Waggaman for the sum of \$2358.75, payable on demand after date with interest at 6% per annum; and on the 5th day of July, 1898, the said defendant executed and delivered his certain promissory note to Thomas E. Waggaman for the sum of \$1947.95, payable on demand after date with interest at 6% per annum; and on the 14th day of August, 1897, the said defendant executed and delivered his certain promissory note to Thomas E. Waggaman for the sum of \$1269.80, payable on demand after date with interest at 6% per annum; and on the 2nd day of September, 1898, the said defendant executed and delivered his certain promissory note to Thomas E. Waggaman for the sum of \$2062.14 payable on demand after date with interest at 6% per annum; and on the 2nd day of September, 1899, the said defendant executed and delivered his certain promissory note to Thomas E. Waggaman for the sum of \$3263.94, payable on demand after date with interest at 6% per annum; and on the 5th day of October, 1897, the 30 said defendant executed and delivered his certain promissory note to Thomas E. Waggaman for the sum of \$1650.47, payable on demand after date with interest at 6% per annum; and on the 1st day of November, 1897, the said defendant executed and delivered his certain promissory note to Thomas E. Waggaman for the sum of \$2058.02, payable on demand after date with interest at 6% per annum; and on the 1st day of November, 1898, the said defendant executed and delivered his certain promissory note to Thomas E. Waggaman, for the sum of \$4514.54, payable on demand after date, with interest at 6% per annum; and on the 2nd day of December, 1899, the said defendant executed and delivered his certain promissory note to Thomas E. Waggaman for the sum of \$4611.34, payable on demand after date with interest at 6% per annum; and on the 3rd day of December, 1900, the said defendant executed and delivered his certain promissory note to Thomas E. Waggaman for the sum of \$8299.42, payable on demand after date with interest at 6% per annum; and on the 31st day of December,

1898, the said defendant executed and delivered his certain promissory note to Thomas E. Waggaman for the sum of \$1859.47, payable on demand after date with interest at 6% per annum, amounting in all to the sum of \$78,308.94; that all of said notes were made payable to the order of Thomas E. Waggaman, by the designation of Thos. E. Waggaman, and were thereafter endorsed by him to the plaintiff before maturity for value and in the usual course of business, and the plaintiff is now the owner and holder thereof; that the interest due upon said notes was promptly paid up

31 to the dates from which interest is claimed on the various notes described in said declaration, but payment of the principal of said notes has been demanded of the said defendant and payment refused, and said notes remain and are now wholly due and unpaid; that the signature to said notes is the genuine signature of John F. Waggaman, and the said notes are his genuine notes; and affiant avers that by reason of the premises the said plaintiff is justly entitled to recover from the defendant the full amounts of the various notes described in said declaration, aggregating \$78308.94, with interest from the several dates set forth in said declaration at 6% per annum, exclusive of all set-offs and just grounds of defense.

DENIS J. O'CONNELL,

Rector Cath. University of America.

Subscribed and sworn to before me this 13th day of January,
A. D., 1905.

LOUISE F. DYER,

Notary Public, D. C.

[SEAL.]

Pleas, Bill of Particulars, and Affidavit.

Filed March 11, 1905.

In the Supreme Court of the District of Columbia.

At Law. No. 47495.

THE CATHOLIC UNIVERSITY OF AMERICA, a Corporation, Plaintiff,
vs.

JOHN F. WAGGAMAN, Defendant.

32 The defendant for plea to the declaration filed in the above entitled cause and each and every count thereof says that he did not undertake or promise in manner and form as the plaintiff has complained against him.

The defendant for further plea to the declaration filed in the above entitled cause and each and every count thereof says that the said several supposed causes of action in said declaration mentioned did not nor did any of them accrue to the said plaintiff within three years next before the commencement of this suit.

The defendant for further plea to all the counts of the said declaration, says that the said Thomas E. Waggaman to whom were made payable all the promissory notes, upon which the plaintiff bases his several supposed causes of action, was on, to-wit, the 29th day of April, in the year 1903 and still is indebted to the defendant

in the sum of \$80,000 with interest thereon at the rate of six per centum per annum from the 1st day of August in the year 1904, for money lent by the defendant to the said Thomas E. Waggaman on the said 29th day of April, in the year 1903, as appears by the particulars of said indebtedness hereunto annexed. The defendant is willing that so much of the said \$80,000 with interest as may equal in amount all of the said promissory notes with interest thereon may be set off as against the said promissory notes. That each of the promissory notes was endorsed, transferred and negotiated to the plaintiff an unreasonable length of time after its issue by the defendant to the said Thomas E. Waggaman; that each of said notes was issued by the defendant to the said Thomas E. Waggaman on the day it bears date and was not negotiated or endorsed

33 by the said Thomas E. Waggaman to the plaintiff until over one year after its issue by the defendant to the said Thomas E. Waggaman; that all of said notes were endorsed and delivered to the plaintiff by the said Thomas E. Waggaman on, to-wit, the 15th day of April, in the year 1902; that the defendant had no knowledge or notice that any of said notes had been assigned, endorsed or negotiated by the said Thomas E. Waggaman to the plaintiff or to any corporation, person or persons until sometime in the month of September, in the year 1904. That the said Thomas E. Waggaman is insolvent and has been so since before the month of August, 1904.

WM. F. MATTINGLY,
JOHN B. LARNER,
ARTHUR PETER,
Attorneys for Plaintiff.

Particulars of Indebtedness.

Thomas E. Waggaman to John E. Waggaman, Dr.

April 29th, 1903. To money lent..... \$80,000

With interest thereon from August 1st, 1904.

DISTRICT OF COLUMBIA, *City of Washington:*

34 I, John E. Waggaman, upon oath depose and say: I am the defendant in the hereinbefore entitled suit. I deny the right of the plaintiff to recover the whole or any part of *his* claim set forth in said declaration; that all of the promissory notes described in said declaration were delivered to the payee named therein on the day they bear date, with the understanding and agreement between this defendant and said payee that the latter would not negotiate, transfer, endorse or in any manner dispose of or charge the same; that all of the said promissory notes were endorsed and negotiated to the plaintiff by the payee an unreasonable length of time after they were delivered by this defendant to the said payee; that all of said promissory notes were endorsed and negotiated by the said payee to the plaintiff in the month of April or May 1902, which was long after their maturity; that all of said

notes are barred by the Statute of Limitations; that the defendant has not nor has anyone authorized by him so to do paid any interest whatsoever upon any of said promissory notes; that the defendant has not expressly or impliedly promised to pay any of the said promissory notes since the day it bears date.

That Thomas E. Waggaman, the payee named in all of said promissory notes was on the 29th day of April 1903, and still is indebted to the defendant in the sum of \$80,000 with interest thereon at the rate of six per centum per annum from the first day of August in the year 1904; that on said 29th day of April, this defendant lent to the said Thomas E. Waggaman the said sum of \$80,000, which has never been repaid to him; that this defendant had no knowledge or notice that any of said notes had been assigned, endorsed or negotiated by the said Thomas E. Waggaman
35 to the plaintiff, or to any corporation, person or persons until sometime in the month of September in the year 1904; that the said Thomas E. Waggaman is insolvent and has been so since before the month of August 1904; that this defendant is willing to set off as against the promissory notes described in the plaintiff's declaration with interest thereon, so much of the said sum of \$80,000 with interest thereon as may equal in amount the said promissory notes described in said declaration with interest thereon as claimed therein. That the plaintiff never sold or delivered any goods to the defendant; that the plaintiff never did any work or provided any materials for the defendant; that the plaintiff never lent any money to the defendant; that the plaintiff never paid any money for the defendant; that the defendant never received any money for the use of the plaintiff; that there was never any account stated between the plaintiff and the defendant or any money found to be due from the defendant to the plaintiff. The pleas of the defendant are hereby made a part hereof.

JOHN F. WAGGAMAN.

Subscribed and sworn to before me this 8th day of March, 1905.

JOHN W. BRAUNER,

[SEAL.]

Notary Public, D. C.

36

Joinder of Issue.

Filed April 4, 1905.

In the Supreme Court of the District of Columbia.

At Law. No. 47495.

THE CATHOLIC UNIVERSITY OF AMERICA, a Corporation,

vs.

JOHN F. WAGGAMAN.

Now comes the plaintiff, by its attorneys, and joins issue upon the first and second pleas of the defendant filed in the above entitled cause.

GEORGE E. HAMILTON,

CHARLES J. BONAPARTE,

Attorneys for Plaintiff.

William F. Mattingly, John B. Larnier, Arthur Peter, Attorneys for Defendant:

Please take notice that the issue joined in the above entitled cause will be tried at the next term of the Court.

GEORGE E. HAMILTON,
CHARLES J. BONAPARTE,
Attorneys for Plaintiff.

37 *Demurrer of Plaintiff to Defendant's 3rd Plea.*

Filed April 4, 1905.

In the Supreme Court of the District of Columbia.

At Law. No. 47495.

THE CATHOLIC UNIVERSITY OF AMERICA, a Corporation,
vs.
JOHN F. WAGGAMAN.

Now comes the plaintiff and says that the defendant's third plea relating to the claim of set-off by the defendant against the plaintiff in the sum of \$80,000 is bad in substance.

GEORGE E. HAMILTON,
CHARLES J. BONAPARTE,
Attorneys for Plaintiff.

NOTE.—One of the matters of law intended to be argued in support of the foregoing demurrer is that the alleged defense attempted to be set up by said plea is not a legal defense, and cannot be taken advantage of in the present suit.

Supreme Court of the District of Columbia.

FRIDAY, April 20th, 1906.

Session resumed pursuant to adjournment, Hon. Thos. H. Anderson, Justice, presiding.

* * * * *

38 No. 47495. At Law.

THE CATHOLIC UNIVERSITY OF AMERICA, a Corporation, Pl'ff,
vs.
JOHN F. WAGGAMAN, Def't.

Upon consideration of the demurrer filed herein April 4th, 1906, to defendant's third plea, it is ordered that said demurrer be and is hereby overruled, with leave to plaintiff to file special replications to said plea within fifteen days hereof.

Replications (2) to Defendant's 3rd Plea.

Filed May 7, 1907.

In the Supreme Court of the District of Columbia.

At Law. No. 47495.

THE CATHOLIC UNIVERSITY OF AMERICA, a Corporation, Plaintiff,
vs.

JOHN F. WAGGAMAN, Defendant.

For replication to the defendant's third plea to the plaintiff's declaration, the plaintiff says that the promissory notes described in said declaration were not endorsed, transferred and negotiated to the plaintiff an unreasonable length of time after their issue by the defendant to Thomas E. Waggaman, but the plaintiff says that said
 39 notes were endorsed, transferred and negotiated to the plaintiff by Thomas E. Waggaman within a reasonable time after they were issued by the defendant to the said Thomas E. Waggaman.

And for a further replication to said third plea of the defendant to the plaintiff's declaration, the plaintiff, by leave of the court first had and obtained, says that a long time before the 29th day of April, A. D. 1903, on which date the defendant says that Thomas E. Waggaman became indebted to him in the sum of \$80,000 with interest thereon from the 1st day of August, 1904, to wit, within one year after the date of the issue of each of said notes, the defendant was informed and knew that the said Thomas E. Waggaman had endorsed, transferred and negotiated to the plaintiff the notes described in said declaration.

HAMILTON, COLBERT & HAMILTON,
CHARLES J. BONAPARTE,*Attorneys for Plaintiff.**Joinder in Issue.*

Filed July 18, 1906.

In the Supreme Court of the District of Columbia.

No. 47495.

THE CATHOLIC UNIVERSITY OF AMERICA, a Corporation, Plaintiff,
vs.

JOHN F. WAGGAMAN, Defendant.

The defendant joins issue upon the plaintiff's two replications to the third plea of the defendant.

WM. F. MATTINGLY,
J. J. DARLINGTON,
ARTHUR PETER,*Attorneys for Defendant.*

Memorandum.

April 22, 1907.—Verdict for Defendant.

Supreme Court of the District of Columbia.

FRIDAY, *June 7th*, 1907.

Session resumed pursuant to adjournment, Hon. Thos. H. Anderson, Justice, presiding.

* * * * *

No. 47495. At Law.

THE CATHOLIC UNIVERSITY OF AMERICA, a Corporation, Plff,
vs.

JOHN F. WAGGAMAN, Def't.

Upon consideration of the motion for a new trial filed herein, it is ordered that said motion be, and the same is hereby overruled, and judgment on verdict is ordered. Thereupon, it is considered and adjudged, that the plaintiff herein take nothing by this action, that the defendant go hereof without day, be for nothing held and recover of plaintiff the costs of defense to be taxed by the Clerk, and have execution thereof.

From the foregoing judgment, the plaintiff by its attorneys in open Court notes an appeal to the Court of Appeals, whereupon, bond for appeal for costs, is hereby fixed in the sum of One Hundred Dollars.

Memorandum.

June 14, 1907.—Appeal bond filed.

Stipulation of Counsel as to Bill of Exceptions.

Filed July 19, 1907.

In the Supreme Court of the District of Columbia.

At Law. No. 47495.

THE CATHOLIC UNIVERSITY OF AMERICA
vs.

JOHN F. WAGGAMAN.

It is hereby stipulated and agreed between counsel for the respective parties to this cause that the copies of the original notes sued on in this cause and set out in the bill of particulars attached to the declaration filed herein, which said original notes were offered in evidence at the trial, shall be taken and considered, for all pur-

poses, as a part of the bill of exceptions, in the same manner as if they had been incorporated in full therein.

It is further stipulated that for purposes of identification of said notes by number, a tabulated statement used at the time of trial showing the number, date and amount of each of said notes and the count in the declaration having reference thereto, may be incorporated in the bill of exceptions in the same manner as if

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said tabulated statement had been offered in evidence at the trial.

HAMILTON, COLBERT, YERKES &
HAMILTON,

Of Counsel for Plaintiff.

ARTHUR PETER,

Of Counsel for Def't.

Supreme Court of the District of Columbia.

FRIDAY, July 19th, 1907.

Session resumed pursuant to adjournment, Hon. Thos. H. Anderson, Justice presiding.

No. 47495. At Law.

THE CATHOLIC UNIVERSITY OF AMERICA, Plaintiff,
vs.

JOHN F. WAGGAMAN, Def't.

The Court having this day signed the Bill of Exceptions, heretofore submitted herein, as of the time of the noting thereof at the trial of this cause, the same is hereby ordered of record, and the time in which to file the record is hereby extended to and including September 3, 1907.

43

Bill of Exceptions.

Filed July 19, 1907.

In the Supreme Court of the District of Columbia:

At Law. No. 47495.

THE CATHOLIC UNIVERSITY OF AMERICA
vs.

JOHN F. WAGGAMAN.

Messrs. J. J. Darlington, William F. Mattingly, and Arthur Peter,
Attorneys for Defendant:

Please take notice that the bill of exceptions in the above-entitled cause, copy of which is hereto attached, has been this day filed with the Clerk, and will be presented to Justice Anderson for signature on

the 16th day of July, 1907, at 10 o'clock A. M., or as soon thereafter as counsel can be heard.

GEORGE E. HAMILTON,
Attorney for Plaintiff.

Service of above notice and copy of bill of exceptions acknowledged this 3d day of July, 1907.

J. J. DARLINGTON,
Att'y for Def't.

44

At Law. No. 47495.

THE CATHOLIC UNIVERSITY OF AMERICA

vs.

JOHN F. WAGGAMAN.

Be it remembered that this cause came on for trial on the 17th day of April, 1907, before Mr. Justice Anderson and a jury.

Whereupon, the plaintiff, to maintain the issues on its part joined, produced as a witness GEORGE A. DOUGHERTY, who being duly sworn testified as follows:

I am and have been assistant treasurer of the Catholic University since 1905, and secretary to the Rector of the University since 1903. I know that the notes in suit are owned by the plaintiff.

Counsel for defendant admit that all the notes in suit are owned by the plaintiff and admit the genuineness of the notes and the signatures, but disclaim any knowledge as to the stamped endorsement on the back of said notes which reads "Pay to the order of the Catholic University of America," which endorsement is signed by Thos. E. Waggaman.

The WITNESS: I know about the last two endorsements of interest on note No. 5011 C. Those entries are credits of interest May 11, 1904, and August 1904, and are in the handwriting of the book-keeper of the plaintiff, who is J. Fendall Cain. Those entries were made upon the written request of Thomas E. Waggaman contained
45 in the paper which I hold in my hand, and which is marked for identification G. C. D. No. 1. A letter accompanied that statement but I am unable to find it. I have the letters accompanying all other statements concerning the payment of interest on said notes. I am familiar with the last endorsement on the note of June 17, 1897, for \$2419.72, and numbered 6017 A. That endorsement shows interest paid to June 17, 1904, and was made by Mr. Cain at my direction, upon receipt of a notice from Thomas E. Waggaman that the interest had been paid. The notice from Thomas E. Waggaman was in writing, and appears later in this bill of exceptions.

The plaintiff at this point offered all of said notes in evidence, copies of which are to be found in the bill of particulars attached to the declaration filed in this case, the defendant conceding the signatures of John F. Waggaman as maker and of Thomas E. Waggaman as endorser, but no other parts of the endorsements.

46

Tabulated Statement Referred to in Stipulation.

No. of note.	Date.	Amount.	Statement.
5011 C....	May 11, '97.....	\$9112.75.....	8th Count Decl..... May 1, '97
6017 A....	June 17, '97.....	2419.72.....	10th " " June 2, '97
7003 A....	July 3, '97.....	1941.64.....	11th " " July 2, '97
8014 A....	Aug. 14, '97.....	1269.80.....	14th " " { July 31, '97
			Oct. 5, '97
10005 C....	Oct. 5, '97.....	1650.47.....	17th " " Oct. 5, '97
11000 A....	Nov. 1, '97.....	2058.02.....	18th " " Nov. 14, '07
1031 D....	Jan. 31, '98.....	1558.49.....	2nd " " Jan. 29, '98
5003.....	May 3, '98.....	4568.36.....	7th " " May 2, '98
7005 B....	July 5, '98.....	1947.95.....	13th " " July 5, '98
9002 C....	Sept. 2, '98.....	2062.14	15th " " Sept. 2, '98
11000 C....	Nov. 1, '98.....	4514.54.....	19th " " Nov. 1, '98
12031 B....	Dec. 31, '98.....	1859.47.....	22nd " " Dec. 31, '07
1009.....	Jan. 9, '99.....	4218.88.....	1st " " Jan. 9, '99
3002.....	Mar. 2, '99.....	6370.59.....	3rd " " Mar. 2, '99
4003.....	Apr. 3, '99.....	1542.37.....	4th " " Apr. 3, '99
5002 A....	May 2, '99.....	2635.18.....	5th " " May 2, '99
6002 K....	June 2, '99.....	968.18.....	9th " " June 2, '99
7003 B....	July 3, '99.....	2358.75.....	12th " " July 3, '99
9002 D....	Sept. 2, '99.....	3263.94.....	16th " " { Aug. 2, '99
			Sept. 2, '99
12002 A....	Dec. 2, '99.....	4611.34.....	20th " " Dec. 5, '99
			{ Jan. 3, '00
			Feb. 2, '00
5002 B....	May 2, '00.....	9076.94.....	6th " " { Mar. 2, '00
			Apr. 2, '00
			May 2, '00
			June 2, '00
			July 2, '00
			Aug. 12, '00
12003 A....	Dec. 3, '00.....	<u>8299.42.....</u>	21st " " { Sept. 4, '00
			Oct. 2, '00
			Nov. 2, '00
			Dec. 3, '00

47 The witness was thereupon temporarily withdrawn from the stand.

Whereupon, to further maintain the issues on its part joined, the plaintiff called as a witness THEODORE COCHEU, JR., who being duly sworn testified as follows:

I am secretary and treasurer of the American Audit Company, engaged in the business of expert accounting. We stated the accounts of Thomas E. Waggaman, bankrupt.

Whereupon the plaintiff offered in evidence the minutes of the court contained in Book 4 at page 255 for the purpose of showing that this court sitting in bankruptcy passed an order on January 6, 1905, authorizing the trustee of Thomas E. Waggaman, bankrupt, to employ the American Audit Company as expert accountants, to examine the books, papers and accounts of the bankrupt, and make report thereon, which offer was objected to by the defendant, and the objection was sustained, on the ground that it was not necessary, in order to entitle the witness to testify that he had examined the books, to show the authority under which he did so, and counsel for the plaintiff duly reserved an exception to the ruling of the court.

Whereupon the plaintiff offered in evidence the original of certain statements of the business dealings between Thomas E. Waggaman and John F. Waggaman, which statements were made up by Thomas E. Waggaman, or under his direction, and sent to John F. Waggaman, and are now received from the possession of the defendant under notice to produce the same at the trial of this cause. Said statements were admitted in evidence subject to objection of the defendant. Said statements are in the words and figures following:

48

APRIL 5, 1897.

Thos. E. Waggaman in Account with J. F. Waggaman.

1897.

Jan.	8.	Check to J. F. W.—Brown \$1600 note....	\$124.88	
		Ross 650 note....	110.00	
				\$234.88
		Int. from Jan'y 8'' to date.....		3.38
Jan.	18.	Int. on \$47,821.63 from Dec. 30 / 96 to Jan. 18 / 97..		143.46
Feb.	18.	Bill of Title Co.—Sq. 48.....		15.00
Mar.	11.	Quarterly Int. to Jan'y 15 Partello property.....		262.50
	11.	“ “ S. 116—121 Sq. 134 to Feb'y 21 / 97..		375.00
	20.	“ “ one-eleventh Int. in Sq. 357.....		60.00
	8.	Check to Columbia Nat. Bk.....		372.05
		Int. from Mar. 8'' to date		1.72
	26.	Check to J. F. W.....		608.50
		Int. from Mar. 26'' to date.....		1.01
Ap'l	1.	Annual interest on the Highlands.....		300.00
		By your portion of am't due Sq. 134.....		217.50
		“ “ “ “ “ Wesley Hts.....		1862.92
		“ am't due		4457.92
			<u>4457.92</u>	<u>4457.92</u>

Memoranda of following notes attached to this account:

Smith note for curtail see former account.....	7500
“ “ “ “ “ “ “	8000
A. A. Thomas note “ made by you.....	1400
Whiting “ “ “ “ “	5900
Note 2d Nat. Bank “ “ “ “	4500

49

MAY 1, 1897.

Thomas E. Waggaman in Account with John F. Waggaman.

1897.

Ap'l	5.	Amount due me	\$4457.92
		Interest from Ap'l 5 to date	19.30
	7.	Check to J. F. W. (Ross note)	108.25
		Interest from Ap'l 7'' to date.....	.43

18. Quarterly Int. (7152).	717.31	
Your portion of am't due Wesley Hts. acc't.....	1325.86	
" " " " joint acc't Sq. 134.....	895.65	
Am't due S. lots 116, 121 Sq. 134.....	1588.03	
Amount due and settled by demand note. 9112.75		
	<hr/>	
	9112.75	9112.75

Note attached for \$5700 paid by you at 2d Nat. Bank.

50

JUNE 2, 1897.

Thomas E. Waggaman in Account with J. F. Waggaman.

1897.

May 18. Am't due	\$1423.84	
Interest from May 18 to date.....	3.56	
June 1. Quarterly Int. on Lts. 26, 27, 29, 30 & 31 Blk. 13		
L. D. Park to Ap'l 15 / 97.....	262.50	
Taxes paid 1894.....	199.07	
" " 1895.....	187.00	
" " 1896.....	191.62	
" " 1897.....	152.13	
Am't due to be settled by demand		
note	2419.72	
	<hr/>	
	2419.72	2419.72

Note made June 17 / 97.

51

JUNE 2, 1897.

Thomas E. Waggaman in Account with J. F. Waggaman.

1897.

June 7. Check to Col. Nat. Bank.....	\$363.50	
Int. from June 7 to July 2 / 97.....	1.51	
20. Quarterly interest Sq. 357.....	60.00	
July 1. Your portion am't due Blk. 2 L. D. P.....	351.55	
2. Am't due Wesley Hts. acc't.....	1165.08	
Am't due	1941.64	
	<hr/>	
	1941.64	1941.64

Please send me your demand note for the amount due on this account, and oblige,

Yours sincerely,

THOS. E. WAGGAMAN.

52

JULY 31, 1897.

Thomas E. Waggaman in Account with J. F. Waggaman.

1897.

July 18.	Qr. interest (#7152) demand note for am't due July 18/96 for \$54,248.20, curtail made on this note Dec. 30/96 reducing it to \$47,821.63. See acc'ts of July 18/96-Dec. 30/96.....	717.31	
29.	Am't due you Corcoran St. houses bill attached to this acc't	59.36	
	Your portion of am't due Wesley Hts. acc't (copy attached).....		611.85
	Am't due me.....	1269.80	
		<hr/>	<hr/>
		1329.16	1329.16

53

OCT. 5, 1897.

Thomas E. Waggaman in Account with J. F. Waggaman.

1897.

July 31.	Am't due	1269.80	
Aug. 11.	Quarterly Int. on demand note for am't due May 11, 1897, 51165.....	136.68	
Sept. 7.	Check to Col. Nat. Bk.....	360.50	
	Int. from Sept. 7 to date	1.68	
	17. Quarterly Int. 6159.....	36.28	
	20. " " Sq. 357.....	60.00	
Oct. 5.	" " demand note given July 3/97 for \$1941.64 (for am't due) (7160).....	29.20	
Aug. 14.	Demand note rec'd for am't due July 31/97	1269.80	
	By your portion of am't due Wesley Hts. acc't of this date.....		1026.13
	Am't due & settled by demand note.....	1650.47	
		<hr/>	<hr/>
		2920.27	2920.27

54

NOVEMBER 1ST, 1897.

Thomas E. Waggaman in Account with J. F. Waggaman.

1897.

Oct. 5.	Amount due.....	1650.47	
	21. Demand note rece'd.....	1650.47	
	18. Quarterly interest on demand note given for amount due July 18/96 (Coughlin note).....		717.31
Nov. 1.	Your portion of am't due Wesley Hts. acc't.		1340.71
	Am't due & settled by demand note.....	2058.02	
		<hr/>	<hr/>
		3708.49	3708.49

55

DECEMBER 1ST, 1897.

Thomas E. Waggaman in Account with John F. Waggaman.

1897.

Nov.	1.	Am't due to be settled by demand note.....	2058.02	
	11.	Demand note rece'd.....	2058.02	
	11.	Quarterly interest No. 5165.....		136.68
	14.	" " " 8106.....		19.04
Dec.	1.	Your portion am't due Wesley Hts. acc't		104.85
		Am't due me.....	260.57	
			<hr/>	<hr/>
			2318.59	2318.59

56

DEC. 31ST, 1897.

Thomas E. Waggaman in Account with J. F. Waggaman.

1897.

Dec.	1.	Am't due.....	260.57	
	7.	Check to Col. Nat. bank.....	357.50	
		Int. from Dec. 7"/97 to date.....		1.42
	17.	Quarterly interest 6159.....		36.28
	20.	" " Sq. 357 3087.....		60.00
	27.	Am't due account bl'k 2 L. D. Park.....		279.56
	31.	Your portion am't due Wesley Hts. acc't.....		864.14
		Am't due for which please send de- mand note.....	1859.47	
			<hr/>	<hr/>
			1859.47	1859.47

57

JANU. 21ST, 1898.

Thomas E. Waggaman in Account with J. F. Waggaman.

1898.

Jan'y	10.	Check rec'd.....	\$6000	
	19.	" "	2160	
	21.	Note paid (attached to this acc't).....		10000
		Amount due me.....	1840	
			<hr/>	<hr/>
			10000	10000

58

JULY 29, 1898.

Thomas E. Waggaman in Account with John F. Waggaman.

1897.

Dec.	31.	Amount due	1859.47	
1898.				
Jan'y	3.	Quarterly interest #7160.....		29.20
	5.	" " #10176.....		24.75
	6.	Note received for am't due Dec. 31 /97...	1859.47	

12. Quarterly int. 2d trust Corcoran St. houses.....	135.
14. Quarterly int. on note of \$5000 (Schal- holz matter).....	75.
18. Quarterly int. bal. C. M. Coughlin note for am't due.....	717.31
29. Am't due Wesley Hts. acc't.....	577.23
Am't — & to be settled by demand note..	1558.49
	<hr/>
	3417.96 \$3417.96

59

FEB'Y 1st, 1898.

Thomas E. Waggaman in Account with John F. Waggaman.

Jan'y 29. Am't due to be settled by demand note...	1558.49
Feb'y 1. Demand note rec'd.....	1558.49
	<hr/>
	1558.49 1558.49

60

FEB'Y 28, 1898.

Thomas E. Waggaman in Account with J. F. Waggaman.

Feb. 1. Quarterly interest #11169.....	30.87
8. Int. on note of C. M. Coughlin for \$47,821.63 from Jan'y 18'' to Jan'y 28th / 98.....	79.69
By note of H. P. Waggaman & int. to Jan'y 28 / 98.....	5647.14
Jan'y 28. Paid on acc't of note of C. M. Coughlin \$47,821.63.....	5647.14
Feb. 11. Quarterly int. 5011 C.....	136.68
14. " " 8014.....	19.04
28. Your portion am't due Wesley Hts. acc't.....	233.60
Am't due.....	499.88
	<hr/>
	6147.02 6147.02

61

APRIL 4, 1898.

Thomas E. Waggaman in Account with J. F. Waggaman.

1898.

Feb. 28. Amount due.....	499.88
March 7. Check to Columbia Nat. Bank.....	354.50
Interest from Mar. 7th to date.....	1.64
17. Quarterly interest 6017 A.....	36.28
20. " " Sqr. 357.....	60.
31. " " 12031 B.....	27.88
Ap'l 1. Annual " (The Highlands).....	300.
3. Quarterly ".....	29.20
4. Your portion am't due Wesley Hts. acc't.....	984.83
Am't due & to be settled by demand note.....	2294.21
	<hr/>
	2294.21 2294.21

62

MAY 2, 1898.

Thomas E. Waggaman in Account with J. F. Waggaman.

1898.

Ap'l	4.	Amount due.....	2294.21	
		Int. on same from Ap'l 4 to May 2 / 98.....	10.69	
	5.	Quarterly interest.....	24.75	
	12.	" " Sqr. 134.....	135.	
	14.	" " Schmalholz note.....	75.	
	18.	" " (on bal. C. M. Coughlin note \$42,174.49)	632.61	
	30.	" " 1031 D.....	23.37	
May	1.	" " 11000 A.....	30.87	
		Your portion am't due Wesley Hts. acc't of this date.....	1341.86	
		Am't due, demand note to be given.....	4568.36	
			<hr/>	
			4568.36	4568.36

63

MAY 4, 1898.

Thomas E. Waggaman in Account with John F. Waggaman.

1898.

May	2.	Amount due.....	4568.36	
	4.	Demand note rec'd dated May 3 / 98.....	4568.36	
			<hr/>	
			4568.36	4568.36

64

JULY 5, 1898.

Thomas E. Waggaman in Account with J. F. Waggaman.

1898.

May	11.	Quarterly interest No. 5011 C.....	136.68	
	14.	" " " 8014 A.....	19.04	
	17.	On acc't of Highlands interest.....	190.	
June	7.	Check to Col. Nat. Bank	351.50	
		Int. from June 7 to date.....	1.63	
	17.	Quarterly interest No. 6017 A.....	36.28	
	20.	" " 3020	60.	
	30.	" " 12031 B.....	27.88	
	30.	Your portion am't due Bl'k 2 L. D. Park.....	201.33	
July	3.	Quarterly interest 7003.....	29.20	
	5.	" " 70005.....	24.75	
	5.	Your portion am't due Wesley Hts. acc't.....	869.66	
		Am't due & settled by demand note.....	1947.95	
			<hr/>	
			1947.95	1947.95

65

AUGUST 2, 1898.

Thomas E. Waggaman in account with John F. Waggaman.

1898.

July	12.	Quarterly interest (2d trust Sq. 134).....	135.
	14.	" " (Schmallholz) No. 10014.....	75.
	18.	" " " 7018.....	632.61
	31.	" " " 1031 D.....	23.37
Aug.	1.	" " " 11000 A....	30.87
	2.	Your portion amount due Wesley Hts. acc't.....	438.11
		Amount due to be settled by demand note	1334.96
			<hr/>
			1334.96 1334.96

66

SEPT. 2D, 1898.

Thomas E. Waggaman in Account with John F. Waggaman.

1898.

Aug.	2.	Am't due.....	1334.96
		Int. on 1334.96 from Aug. 2 to Sept. 2/98.....	6.67
	3.	Quarterly interest.....	68.52
	4.	Bill of Star Partello Sale Bl'k 13 L. D. Park.....	25.
	4.	On acc't of Highlands interest.....	190.
	4.	Quarterly int. Bl'k 13 L. D. Park to July 15/97..	262.50
	11.	" "	136.68
	14.	" "	19.04
		Your portion of am't due Wesley Hts. acc't.....	18.77
		Am't due to be settled by demand note..	2062.14
			<hr/>
			2062.14 2062.14

67

SEPT. 22D, 1898.

Thomas E. Waggaman in Account with John F. Waggaman.

1898.

Sept.	2.	Am't due to be settled by demand note.....	2062.14
	22.	Demand note received.....	2062.14
			<hr/>
			2062.14 2062.14

68

OCT. 3, 1898.

Thomas E. Waggaman in Account with John F. Waggaman.

1898.

Sept.	7.	Check to Col. Nat. Bank	350.44
		Int. from Sept. 7 to Oct. 3/98.....	1.51
	7.	Ins. on "Highlands".....	15.
July	11.	" " "	15.
Sept.	17.	Quarterly int. # 6017 A.....	36.28
	20.	" " Sqr. 357.....	60.

	26.	Int. Rev. Stamps on demand note	2062.14.....	.40
	26.	" " " " " "	3519.50.....	.70
	27.	Check to Columbia Nat. Bk.....		37.18
		Int. from Sept. 27 to Oct. 3 / 98.....		.03
	30.	Quarterly Int. 12031 B.....		27.88
Oct.	3.	" " 7003.....		29.20
		Am't due Wesley Hts. acc't.....		936.74
		Am't due settled by demand note.....	1510.36	
			<hr/>	
			1510.36	1510.36

69

NOVEMBER 1ST, 1898.

Thomas E. Waggaman in Account with John F. Waggaman.

1898.

Oct.	3.	Am't due to be settled by demand note.....	1510.36	
	5.	Quarterly interest #7005 B.....	29.20	
	5.	" " 10005.....	24.75	
	6.	On acc't of "Highlands" interest.....	190.	
	6.	Quarterly int. to Oct. 15 / 97 on L. D. Park prop- erty 10015.....	262.50	
	12.	" int. 2d trust Sq. 134.....	135.	
	18.	" " No. 10018.....	632.61	
	14.	" " Schmalholz matter No. 10014.....	75.	
	31.	" " " 10031 D...	23.37	
Nov.	1.	" "	30.87	
	1.	Amount due Wesley Hts. acc't (your portion)....	1600.88	
		" " to be settled by demand note.....	4514.54	
			<hr/>	
			4514.54	4514.54

70

NOVEMBER 10TH, 1898.

Thomas E. Waggaman in Account with J. F. Waggaman.

1898.

Nov.	1.	Am't due to be settled by demand note.....	4514.54	
	10.	Demand note rec'd dated Nov. 1 / 98....	4514.54	
			<hr/>	
			4514.54	4514.54

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DEC. 6, 1898.

Thomas E. Waggaman in Account with J. F. Waggaman.

1898.

Nov.	3.	Quarterly interest # 5003.....	68.52	
	8.	" " Partello loan to Jan. 15 / 98 bl'k. 13 L. D. Park	262.50	
	8.	On acc't of Highlands interest.....	190.	
		5—1825A		

11.	Quarterly int. on am't due a/c of May 11/97	✓	
	# 5011 C.....		136.68
14.	" " " am't due a/c of Aug. 14/97		
	# 8014 A.....		19.04
Dec. 2.	" " # 9002 C.....		30.93
	Your portion am't due Wesley Hts. acc't.....		90.77
	Amount due.....		798.44
			<hr/>
			798.44 798.44

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JAN'y 9, 1899.

Thomas E. Waggaman in Account with J. F. Waggaman.

1898.

Dec. 2.	Am't due.....	798.44	
8.	On acc't of Highlands interest.....	190.	
8.	Qr. Int. Bl'k 13 to Ap'l 15 / 98.....	262.50	
17.	" " No. 6017 A.....	36.28	
20.	" " Sq. 357.....	60.	
28.	Check to Col. Nat. Bank.....	200.	
28.	" " " " " ".....	145.50	
	Int. on \$345.50 from Dec. 28 / 98 to Jan'y 9 / 99..	.69	
31.	Quarterly interest am't due Dec. 31 / 97 12031 B..	27.88	

1899.

Jan'y 5.	" " " " Jan. 5 " 7005 B...	59.20	
	" " " " Oct. 5 " 1005 C...	24.75	
9.	" " Bl'k 13 to July 15 / 98.....	262.50	
	On acc't of Highlands interest.....	190.	
9.	Your portion am't due Bl'k 2 L. D. Park.....	293.30	
9.	" " " " Wesley Hts.....	1697.84	
	Am't due & settled by demand note....	4218.88	
		<hr/>	
		4218.88	4218.88
		<hr/>	<hr/>

JAN'y 19, 1899.

Thomas E. Waggaman in Account with J. F. Waggaman.

1899.

Jan'y 9.	Am't due to be settled by demand note	4218.88	
19.	Note rec'd.....	4218.88	
		<hr/>	
		4218.88	4218.88
		<hr/>	<hr/>

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FEB'Y 2, 1899.

Thomas E. Waggaman in Account with J. F. Waggaman.

Jan'y	12.	Am't rec'd from rent acc't Sq. 134.....	310.25	
	12.	Quarterly interest 2d trust " "		135.
	14.	" " Schmallholz matter..		75.
	18.	" " 10018.....		632.61
	31.	" "		23.37
	21.	Insurance Highlands property.....		11.25
Feb'y	1.	Quarterly interest.....		30.87
		" "		67.71
		Int. on \$17,500 from May 9 / 96 to Feb'y 9 / 99.....		2887.50
		Your portion am't due Wesley Hts. acc't		1798.62
		Am't due & settled by demand note.....	5351.69	
			<hr/>	<hr/>
			5661.94	5661.94
			<hr/>	<hr/>

MARCH 2ND, 1899.

Thomas E. Waggaman in Account with John F. Waggaman.

1899.

Feb'y	2.	Amount due to be settled by demand note.....	5351.69	
		Int. from Feb. 2d to date		24.96
	3.	Quarterly interest.....		68.52
	8	" " Partello loan to Oct. 15 / 98.....		262.50
	8.	On acc't of Highlands interest.....		190.
	11.	Quarterly interest am't due May 11 / 97—5011 C		136.68
	14.	" " " " Aug. 14 / 97—8014 A		19.04
Mar.	2.	" " " " May 3 / 98—9002 C		30.93
		Your portion of am't due Wesley Hts. acc't of this date		286.27
		Am't due to be settled by demand note	6370.59	
			<hr/>	<hr/>
			6370.59	6370.59
			<hr/>	<hr/>

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MARCH 4, 1899.

Thomas E. Waggaman in Account with John F. Waggaman.

1899.

Mar.	2.	Am't due.....		6370.59
	3.	Demand note given dated Mar. 2 / 99.....	6370.59	
			<hr/>	<hr/>
			6370.59	6370.59
			<hr/>	<hr/>

APRIL 3, 1899.

Thomas E. Waggaman in Account with J. F. Waggaman.

M'ch	3. Ins. 316-326 Spruce St. L. D. Park.....	13.75	
	8. Qr. Int. (Partello Int.) to Jan. 15/99	262.50	
	Int. on Highlands	190.	
	17. Qr. Int. (#6017 A).....	36.28	
	20. Qr. Int. Sq. 357 (#3020).....	60.	
	28. Check to Col. Nat. Bank.....	342.50	
	Int. from March 28/99 to date .....	.39	
	31. Qr. Int. am't due Dec. 31/97 (#12031 B).....	27.88	
Ap'l	1. Annual int. on Highlands \$5,000.....	300.	
	3. Qr. Int.....	29.20	
	Your portion am't due Wesley Hts. acc't.....	279.87	
	Am't due.....	1542.37	
		<hr/>	
		1542.37	1542.37
		<hr/>	<hr/>

You will please send me your demand note for the above at your earliest convenience.

THOS. E. WAGGAMAN.

AP'L 12, 1899.

Thomas E. Waggaman in Account with J. F. Waggaman.

1899.

Ap'l	3. Am't due.....	1542.37	
	12. Your demand note dated Ap'l 3/99.....	1542.37	
		<hr/>	
		1542.37	1542.37
		<hr/>	<hr/>

75

MAY 2, 1899.

Thomas E. Waggaman in Account with J. F. Waggaman.

1899.

May	2. Am't due (your portion) Wesley Hts. acc't.....	1252.90	
Ap'l	5. Qr. int. (#7005 B).....	29.20	
	Qr. int. (#10005 C).....	24.75	
	On acc't Highland Int.....	190.	
	9. Qr. int. (#10009).....	63.27	
	12. Am't rec'd from rent acc't Sq. 134.....	152.	
	Qr. Int. lots Sq. 134.....	135.	
	14. Qr. Int. Schmalholz.....	75.	
	15. Qr. Int. Blk. 13 L. D. Pk.....	262.50	
	18. Qr. Int.....	632.61	
	30. Qr. Int. (#1031 D).....	23.37	

May	1. Qr. Int. (#1100 C)	67.71	
	1. Qr. Int. (#1100 A)	30.87	
	Am't due me.....	2635.18	
		<u>2787.18</u>	<u>2787.18</u>

MAY 17, 1899.

Thomas E. Waggaman in Account with John F. Waggaman.

1899.

May	2. Am't due.....	2635.18	
	17. Demand note received.....	2635.18	
		<u>2635.18</u>	<u>2635.18</u>

76

JUNE 2, 1899.

Thomas E. Waggaman in Account with J. F. Waggaman.

1899.

May	3. Qr. Int.....	68.52	
	8. On acc't Highlands int.....	190.	
	11. Qr. Int.....	136.68	
	14. Qr. Int.....	19.04	
June	2. Qr. Int. (#9002 C).....	30.93	
	2. Qr. Int. am't due M'ch 2/99 (#3002).....	95.55	
	Your portion am't due Wesley Hts. acct.....	427.46	
	Am't due to be settled by demand note...	968.18	
		<u>968.18</u>	<u>968.18</u>

JUNE 7, 1899.

Thomas E. Waggaman in Account with J. F. Waggaman.

1899.

June	2. Am't due.....	968.18	
	7. Demand note rec'd dated June 2/99 ...	968.18	
		<u>968.18</u>	<u>968.18</u>

77

JULY 2D, 1899.

Thomas E. Waggaman in Account with J. F. Waggaman.

1899.

June	8. Int. on Highlands	190.	
	17. Qr. Int. (#6017 A).....	36.28	
	20. Qr. Int. Sq. 357 (#3020).....	60.	

	21. Insurance on the Highlands.....	7.50	
	28. Check to Col. Nat. Bank.....	339.50	
	Int. from June 28 to date.....	.27	
	30. Qr. Int. (# 12031 A).....	27.88	
July	3. Qr. Int. (# 7003).....	29.20	
	3. Qr. Int. (Am't due Ap'l 3/99) # 4003.....	23.13	
	Your portion am't due Wesley Hts. acc't.....	1228.47	
	Your portion am't due Blk. 2 L. D. Park.....	416.52	
	Am't due to be settled by demand note...	2358.75	
		<u>2358.75</u>	<u>2358.75</u>

JULY 12, 1899.

Thomas E. Waggaman in Account with John F. Waggaman.

1899.

July	3. Am't due.....	2358.75	
	12. Demand note rec'd.....	2358.75	
		<u>2358.75</u>	<u>2358.75</u>

78

AUGUST 2, 1899.

Thomas E. Waggaman in Account with John F. Waggaman.

July	5. Qr. Int. (# 10005 C).....	24.75	
	" " (# 7005 B).....	29.20	
	8. On account of Highlands interest.....	190.	
	9. Qr. Int. (# 10009).....	63.27	
	12. " " 2d trust Sq. 134.....	135.	
	14. Am't rec'd from rent acc't Sq. 134.....	88.75	
	14. Qr. Int. (Schmallholz).....	75.	
	15. " " Blk. 13 L. D. Park.....	262.50	
	18. " " (# 7018).....	632.61	
	31. " " (# 1031 D).....	23.37	
Aug.	1. " " (# 11000 C).....	67.71	
	1. " " (# 11000 A).....	30.87	
Aug.	2. Your portion amount due Wesley Hts. acct.	1137.94	
	2. Qr. Int.....	39.52	
	Am't due.....	2662.99	
		<u>2711.74</u>	<u>2711.74</u>

You will kindly send me at your earliest convenience your demand note for the above.

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SEPTEMBER 2, 1899.

1899.

Aug.	2.	Am't due.....	2622.99	
		Int. from Aug. 2 to date.....	13.11	
	3.	Qr. Int. (#5003).....	68.52	
	4.	Rec'd from rent acc't Sq. 134.....	152.	
	8.	On acc't Highlands Int.....	190.	
	11.	Qr. Int. (#5011 C).....	136.68	
	14.	Qr. Int. (#8014 A).....	19.04	
Sept.	2.	Qr. Int. (#9002 C).....	30.93	
		Qr. Int. (#3002).....	95.55	
		Qr. Int. Amt. due June 2/99 (#6002 K)	14.52	
		Your portion am't due Wesley Hts. acc't	224.60	
		Am't due.....	3263.94	
			<hr/>	
			3415.94	3415.94
			<hr/>	<hr/>

SEPT. 9, 1899.

Thomas E. Waggaman in Account with J. F. Waggaman.

1899.

Sept.	2.	Amount due.....	3263.94	
	9.	Settled by demand note.....	3263.94	
			<hr/>	
			3263.94	3263.94
			<hr/>	<hr/>

80

NOVEMBER 2D, 1899.

Thomas E. Waggaman in Account with John F. Waggaman.

1899.

Sept.	8.	On acc't of Highlands interest.....	190:	
	9.	Insurance on "	40.	
	19.	" " "	15.61	
	17.	Qr. Int.....	36.28	
	20.	" " Sq. 357.....	60.	
	28.	Check to Col. Nat. Bank	336.50	
		Int. from Sept. 28th to date.....	1.95	
	30.	Quarterly interest 12031 B.....	27.88	
Oct.	3.	" " 7003 B.....	29.20	
	3.	" " 4003	23.13	
	3.	" " (am't due July 3/99) 7003 C.	35.37	
	5.	" " 10005 C.....	24.75	
	5.	" " 17005 B.....	29.20	
	9.	" " 1009.....	63.27	
	12.	" " 2d trust Sq. 134 10012.....	135.	
	2.	Am't rec'd from rent acc't.....	107.50	
	9.	On acc't of Highlands.....	190.	

	14.	Qr. Int. 10014.....	75.
	15.	" " Partelle loan 10015.....	262.50
	18.	" " 7018.....	632.61
	31.	" " 1031 D.....	23.37
Nov.	1.	" " 11000 A.....	30.87
	1.	" " 11000 C.....	67.71
	2.	" "	39.52
	2.	Your portion amount due Wesley Hts. acc't.....	1524.10
		Am't due	3786.32
			<hr/>
			3893.82 3893.82
			<hr/>

You will kindly send me your demand note for the above amount found due, at your earliest convenience.

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DECEMBER 2, 1899.

Thomas E. Waggaman in Account with J. F. Waggaman.

1899.

Nov.	2.	Am't due.....	3786.32
		Int. from Nov. 2 to date....	18.93
	3.	Qr. Int.....	68.52
	8.	On acc't Highlands Int.....	190.
	11.	Qr. Int. (# 5011 C)	136.68
	14.	Qr. Int. (8014).....	19.04
Dec.	2.	Qr. Int. (am't due Sept. 2/98) (# 9002 C).....	30.93
		Qr. Int. (am't due Sept. 2/99) (# 9002 D).....	48.95
		Qr. Int. (am't due June 2/99) (# 6002 K).....	14.52
		Qr. Int. (am't due M'ch 2/99) (# 3002).....	95.55
		Your portion am't due Wesley Hts. acc't.....	201.90
		Am't due to be settled by demand note..	4611.34
			<hr/>
			4611.34 4611.34
			<hr/>

DECEMBER 2, 1899.

Thomas E. Waggaman in Account with J. F. Waggaman.

Dec.	2.	Am't due.....	4611.34
	5.	By demand note given.....	4611.34
			<hr/>
			4611.34 4611.34
			<hr/>

82

DECEMBER 2, 1899.

Thomas E. Waggaman in Account with J. F. Waggaman.

1899.

Nov.	2.	Am't due.....	3786.32	
		Int. from Nov. 2 to date.....	18.93	
	3.	Qr. Int.....	68.52	
	8.	On acc't Highlands Int.....	190.	
	11.	Qr. Int. (# 5011 C).....	136.68	
	14.	Qr. Int. (8014),.....	19.04	
Dec.	2.	Qr. Int. (am't due Sept. 2 / 98) (# 9002 C).....	30.93	
		Qr. Int. (am't due Sept. 2 / 99) (# 9002 D).....	48.95	
		Qr. Int. (am't due June 2 / 99) (# 6002 K).....	14.52	
		Qr. Int. (am't due M'ch 2 / 99) (# 3002).....	95.55	
		Your portion am't due Wesley Hts. acc't.....	201.90	
		Am't due to be settled by demand note..	4611.34	
			<hr/>	
			4611.34	4611.34
			<hr/>	<hr/>

DECEMBER 2, 1899.

Thomas E. Waggaman in Account with J. F. Waggaman.

Dec.	2.	Am't due.....	4611.34	
	5.	By demand note given.....	4611.34	
			<hr/>	
			4611.34	4611.34
			<hr/>	<hr/>

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JAN'y 3, 1900.

Thomas E. Waggaman in Account with J. F. Waggaman.

1899.

Dec.	8.	Paid on acc't of Highlands interest.....	190.	
	17.	Qr. Interest # 6017 A.....	36.28	
	20.	" " Sq. 357	60.	
	26.	Your portion of amount due Blk. 2 L. D. Park copy of acc't attached	282.21	
	28.	Check to Col. Nat. Bank.....	332.	
		Int. from Dec. 28 / 99 to Jan. 3 / 00.....	.33	
	31.	Qr. Interest.....	27.88	

1900.

Jan'y	3.	" " 7003 B.....	35.37	
	3.	" " 4003	23.13	
	3.	" " 7003 C.....	29.20	
	3.	Your portion amount due Wesley Hts. acc't.....	214.02	
		Amount due	1230.42	
			<hr/>	
			1230.42	1230.42
			<hr/>	<hr/>

FEB'Y 2ND, 1900.

Thomas E. Waggaman in Account with J. F. Waggaman.

Jan'y	3.	Amount due.....	1230.42
		Interest at 6 % from Jan'y 3d to date.....	6.15
	5.	Quarterly interest 7005 B.....	29.20
	5.	" " 10005 C.....	24.75
	8.	On account of Highlands interest.....	190.
	9.	Quarterly interest 1009.....	63.27
	10.	Insurance on Highlands property.....	30.
	12.	Quarterly interest 2d trust Sq. 134.....	135.
	14.	" " 10014.....	75.
	18.	" " 7018.....	632.61
	31.	" " 1031 D.....	23.37
Feb'y	1.	" " 11000 A.....	30.87
	1.	" " 11000 C.....	67.71
	2.	" " 5002 A.....	39.52
Jan'y	25.	Am't due Partello houses see a/c Jan. 25.....	264.08
Feb'y	2.	Your portion of am't due Wesley Hts. account...	565.87
		Amount due.....	3407.82
			<hr/>
			3407.82 3407.82

Kindly send me your demand note for the above.

M'CH 2, 1900.

Thomas E. Waggaman in Account with John F. Waggaman.

Feb'y	2.	Amount due.....	3407.82
		Int. from Feb'y 2d to date.....	15.89
	3.	Quarterly interest.....	68.52
	8.	On account of Highlands interest.....	190.
	11.	Quarterly interest 5011 C.....	136.68
	14.	" " 8014.....	19.04
M'ch	2.	" " 9002 C.....	30.93
	2.	" " 9002 D.....	48.95
	2.	" " 6002 K.....	14.52
	2.	" " 3012.....	95.55
	2.	" " am't due Dec. 2/99.....	69.16
	2.	Am't due (your portion Wesley Hts. acc't).....	387.65
		Amount due to be settled by demand note.....	4484.71
			<hr/>
			4484.71 4484.71

AP'L 2, 1900.

Thomas E. Waggaman in Account with John F. Waggaman.

Mar.	2.	Amount due.....	4484.71
		Int. from March 2d to date.....	22.42
	8.	Highlands interest.....	190.

	17. Quarterly interest # 6017 A.....	36.28	
	20. " " Sq. 357.....	60.	
	28. Check to Columbia Nat. Bank.....	330.50	
	Int. from March 28th to date.....	.38	
	31. Quarterly interest.....	27.88	
Ap'l	1. Annual interest on Highlands.....	300.	
	2. Your portion of am't due Wesley Hts. acc't.....	1199.17	
	Am't due to be settled by demand notes	6651.34	
		<hr/>	
		6651.34	6651.34

86

MAY 2D, 1900.

Thomas E. Waggaman in Account with John F. Waggaman.

April	2. Amount due.....	6351.34	
	Interest from Ap'l 2d to date.....	31.75	
	3. Quarterly interest # 7003 A.....	29.12	
	27. Refund of interest on note of \$1941.64 from July 3 / 97 to Jan'y 3 / 00.....	.80	
	3. Quarterly interest # 7003 B.....	35.37	
	3. " " # 4003.....	23.13	
	5. " " # 7005 B.....	29.20	
	5. " " 10005 C.....	24.75	
	9. " " 1009.....	63.27	
	9. On acc't of Highlands interest.....	190.	
	12. Quarterly interest Sqr. 134.....	135.	
	14. " " # 10014.....	75.	
	18. " " 7018.....	632.61	
	27. Refund of interest on C. M. Coughlin # 7018 10 days interest on \$42,174.49..	70.31	
	Int. on \$70.31 from Ap'l 18 / 98 to Ap'l 18 / 00.....	8.40	
	30. Quarterly interest.....	23.37	
May	1. " " 11000 A.....	30.87	
	1. " " 11000 C.....	67.71	
	2. " " 5002 A.....	39.52	
	2. Your portion amount due Wesley Hts. acc't.....	1345.24	
	Quarterly interest omitted to be charged # 7003 A for the quarter ending Jan'y 3 / 99.....	29.20	
	Amount due to be settled by demand note.....	9076.94	
		<hr/>	
		9156.45	9156.45

MAY 16, 1900.

Thomas E. Waggaman in Account with J. F. Waggaman.

1900.

May	2.	Amount due.....	9076.94	
	16.	Demand note received #5002 B.....	9076.94	
			<u>9076.94</u>	<u>9076.94</u>

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JUNE 2, 1900.

Thomas E. Waggaman in Account with John F. Waggaman.

Jan.

June	2.	Quarterly interest 12002 A.....	69.16	
May	3.	" " # 5003.....	68.52	
	8.	On acc't of Highlands interest.....	190.	
	11.	Quarterly interest 5011 C.....	136.68	
	14.	" " 8014 A.....	19.04	
June	2.	" " 9002 C.....	30.93	
	2.	" " 3002.....	95.55	
	2.	" " 9002 D.....	48.95	
	2.	" " 6002 K.....	14.52	
		Your portion amount due Wesley Hts. acc't.....	18.77	
		Amount due.....	692.12	
			<u>692.12</u>	<u>692.12</u>

JULY 2D, 1900.

Thomas E. Waggaman in Account with John F. Waggaman.

1900.

June	2.	Amount due.....	692.12	
		Interest from June 2d to date.....	3.46	
	8.	Interest on Highlands.....	190.	
	25.	Insurance on ".....	15.	
	17.	Quarterly interest # 6017 A.....	36.28	
	20.	" " Int. in Sq. 357.....	60.	
	22.	Check to Col. Nat. Bank.....	328.92	
		Int. from June 22d to date.....	.54	
	30.	Quarterly interest 12031 B.....	27.88	
July	2.	Your portion amount due Wesley Hts. acc't.....	209.03	
	2.	Amount due.....	1563.23	
			<u>1563.23</u>	<u>1563.23</u>

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AUGUST 2, 1900.

Thomas E. Waggaman in Account with J. F. Waggaman.

1900.

July	2.	Amount due.....	1563.23	
		Int. from July 2d to date	7.81	
	3.	Quarterly interest # 7003.....	29.12	
	3.	" " 7003 B.....	35.37	
	3.	" " 4003.....	23.13	
	5.	" " 7005 B.....	29.20	
	5.	" " 10005 C.....	24.75	
	9.	" " 10009.....	63.27	
	8.	On a/c of Highlands interest.....	190.	
	12.	Your portion amount due Blk. 2 L. D. Park.....	209.27	
	12.	Quarterly interest Sq. 134.....	135.	
	13.	Check to Columbia Nat. Bank.. ..	325.88	
		Int. from July 13th to date.....	1.07	
	14.	Quarterly interest 10014.....	75.	
	18.	" " 7018.....	632.60	
	31.	" " 1031 D.....	23.37	
Aug.	1.	" " 11000 C.....	67.71	
	1.	" " 1000 A	30.87	
	2.	" " 5002 A	39.52	
	2.	" " 5002 B	136.14	
		Your portion amount due Wesley Hts. acc't.....	430.23	
		Am't due to be settled by demand note..	4072.54	
			<hr/>	
			4072.54	4072.54
			<hr/>	<hr/>

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SEPT. 4, 1900.

Thomas E. Waggaman in Account with John F. Waggaman.

1900.

Aug.	2.	Amount due.....	4072.54	
		Int. from Aug. 2d to date on \$4072.54.....	21.71	
	8.	Int. on Highlands (on account).....	190.	
	3.	Quarterly interest #5003.....	68.52	
	11.	" " 5011 C.....	136.68	
	14.	" " 8014 A.....	19.04	
Sept.	2.	" " 9002 C.....	30.93	
		" " 3002	95.55	
		" " 9002 D.....	48.95	
	2.	" " 6002 K.....	14.52	
	2.	" " 12002 A.....	69.16	
	4.	Your portion amount due Wesley Hts. acc't.....	137.64	
		Am't due to be settled by demand note..	4904.24	
			<hr/>	
			4904.24	4904.24
			<hr/>	<hr/>

OCTOBER 2, 1900.

Thomas E. Waggaman in Account with J. F. Waggaman.

1900.

Sept.	4.	Amount due.....	4904.24	
		Interest from Sept. 4 to date.....	22.87	
Sept.	5.	Insurance on Highlands.....	37.50	
	8.	Interest on Highlands (on acc't).....	190.	
	20.	Quarterly interest Sq. 357.....	60.	
	17.	" " #6017 A.....	36.28	
	30.	" " 12031 B.....	27.88	
Oct.	1.	Your portion am't due Wesley Hts. acc't.....	190.18	
		Am't due to be settled by demand note..	5468.95	
			<hr/>	<hr/>
			5468.95	5468.95
			<hr/>	<hr/>

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NOVEMBER 2D, 1900.

Thomas E. Waggaman in Account with J. F. Waggaman.

1900.

Oct.	2.	Amount due.....	5468.95	
		Int. from Oct. 2d to date.....	27.34	
	3.	Quarterly interest #7003 A.....	29.12	
	3.	" " 7003 B.....	35.27	
	3.	" " 4003.....	23.13	
	5.	" " 7005.....	29.20	
	5.	" " 10005.....	24.75	
	9.	" " 10009.....	63.27	
	8.	On acc't of Highlands interest.....	190.	
	12.	Quarterly interest in Sq. 134.....	135.	
	15.	" " 10014.....	75.	
	18.	" " 7018.....	632.61	
	31.	" " 10031 D.....	23.37	
Nov.	1.	" " 11000 C.....	67.71	
	1.	" " 11000 A.....	30.87	
	2.	" " 5002 A.....	39.52	
	2.	" " 5002 B.....	136.14	
		Am't due Wesley Hts. acc't.....	538.11	
		Am't due to — settled by demand note..	7569.46	
			<hr/>	<hr/>
			7569.46	7569.46
			<hr/>	<hr/>

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DECEMBER 3D, 1900.

Thomas E. Waggaman in Account with John F. Waggaman.

1900.

Nov.	2.	Amount due.....	7569.46	
		Int. from Nov. 2d to date.....	37.84	
Nov.	8.	Int. on Highland- paid on account.....	190.	

JOHN F. WAGGAMAN.

	3.	Quarterly interest #5003.....	68.52	
	11.	" " 5011 C.....	136.68	
	14.	" " 8014 A.....	19.04	
Dec.	2.	" " 3002.....	95.55	
	2.	" " 6002 K.....	14.52	
	2.	" " 9002 C.....	30.93	
	2.	" " 9002 D.....	48.95	
	2.	" " 12002 A.....	69.16	
	3.	Your portion am't due Wesley Hts. acc't.....	18.77	
		Am't due to be settled by demand note..	8299.42	
			<u>8299.42</u>	<u>8299.42</u>

DECEMBER 10, 1900.

Thomas E. Waggaman in Account with J. F. Waggaman.

1900.

Dec.	3.	Amount due.....	8299.42	
	10.	Demand note given.....	8299.42	
			<u>8299.42</u>	<u>8299.42</u>

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JAN'Y 2, 1901.

Thomas E. Waggaman in Account with J. F. Waggaman.

1900.

Dec.	8.	Paid on account of Highlands interest.....	190.	
	17.	Quarterly interest #6017 A.....	36.28	
	20.	" " Sq. 357.....	60.	
	31.	" " 12031 B.....	27.88	
	26.	Check to Columbia Nat. Bank.....	321.50	
	26.	Am't due Blk. 2 Le Droit Park... ..	253.18	
		Int. on \$321.50 from Dec. 26/00 to date .....	.37	

1901.

Jan'y	2.	Your portion amount due Wesley Hts. acc't.....	279.27	
		Amount due to be settled by demand note.....	1168.48	
			<u>1168.48</u>	<u>1168.48</u>

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FEB'Y 4, 1901.

Thomas E. Waggaman in Account with J. F. Waggaman.

1901.

Jan'y	2.	Amount due.....	1168.48	
		Int. from Jan'y 2d to date.....	6.42	

	3.	Quarterly interest #7003 A.....	29.12	
	3.	" " 7003 B.....	35.37	
	3.	" " 4003.....	23.13	
	5.	" " 7005.....	29.20	
	5.	" " 10005.....	24.75	
	9.	" " 10009.....	63.27	
	9.	On acc't of Highlands interest.....	190.	
	12.	Quarterly interest Sq. 134.....	135.	
	14.	" " #10014.....	75.	
	16.	Insurance on Highlands property.....	30.	
	18.	Quarterly interest #7018.....	632.61	
	31.	" " 10031 D.....	23.37	
Feb'y	1.	" " 11000 C.....	67.71	
	1.	" " 11000 A.....	30.87	
	2.	" " 5002 A.....	39.52	
	2.	" " 5002 B.....	136.14	
	3.	" " 5003.....	68.52	
		Your portion am't due Wesley Hts.....	512.73	
		Amount due to be settled by demand note.....	3321.21	
			<u>3321.21</u>	<u>3321.21</u>

MARCH 2D, 1901.

Thomas E. Waggaman in Account with J. F. Waggaman.

	1901.			
Feb'y	4.	Amount due.....	3321.21	
		Int. from Feb'y 4 to M'ch 2.....	14.38	
	8.	Paid on account of Highlands interest.....	190.	
	11.	Quarterly interest #5011 C.....	136.68	
	14.	" " 8014 A.....	19.04	
M'ch	2.	" " 3002.....	95.55	
	2.	" " 6002 K.....	14.52	
	2.	" " 9002 C.....	30.93	
	2.	" " 9002 D.....	48.95	
	2.	" " 12002 A.....	69.16	
	3.	" " 12003 A.....	124.48	
		Amount due.....	4064.90	
			<u>4064.90</u>	<u>4064.90</u>
		Amount due and brought down.....	4064.90	
		Your portion am't due Wesley Hts. acc't	331.96	
		Amount due to be settled by demand note.....	4396.86	
			<u>4396.86</u>	<u>4396.86</u>

95

MAY 2D, 1901.

Thomas E. Waggaman in Account with J. F. Waggaman.

1901.

March	2.	Amount due	4396.86	
		Int. from March 2d to date.....	7.97	
	8.	On account of Highlands interest.....	190.	
	17.	Quarterly interest # 6017 A.....	36.28	
	20.	" " Sq. 357 3020.....	60.	
	26.	Check to Columbia Nat. Bank.....	318.50	
		Interest from M'ch 26th to date.....	1.95	
	31.	Quarterly interest #10031 B	27.88	
Ap'l	1.	Annual interest on Highlands.....	300.	
	3.	Quarterly interest 4003	23.13	
	3.	" " 7003	29.12	
	3.	" " 7003 B.....	35.37	
	5.	" " 7005 B.....	29.20	
	5.	" " 10005 C.....	24.75	
	8.	On account of Highlands interest.....	190.	
	9.	Quarterly interest 1009.....	63.27	
	12.	" " Sq. 134—10012.....	135.	
	14.	" " 10014.....	75.	
	18.	" " 7018.....	632.61	
	30.	" " 1031 D.....	23.37	
May	1.	" " 11000 C.....	67.71	
	1.	" " 11000 A.....	30.87	
	2.	" " 5002 A.....	39.52	
	2.	" " 5002 B.....	136.14	
	2.	Your portion amount due Wesley Hts. acc't.....	1411.63	
		Amount due to be settled by demand note.....	8286.13	
			<hr/>	
			8286.13	8286.13
			<hr/>	<hr/>

96

JUNE 3D, 1901.

Thomas E. Waggaman in Account with J. F. Waggaman.

1901.

May	2.	Amount due.....	8286.13	
		Int. from May 2d to date.....	44.17	
	3.	Quarterly interest # 5003	68.52	
	8.	Paid on acc't of Highlands interest.....	190.	
	11.	Quarterly interest #5011 C.....	136.68	
	14.	" " 8014 A.....	19.04	
June	3.	" " 3002.....	95.55	
	3.	" " 9002 C.....	30.93	
	3.	" " 6002 K.....	14.52	
	3.	" " 9002 D.....	48.95	
	3.	" " 12002 A.....	69.16	
	3.	" " 12003 A.....	124.48	
			Am't rec'd from Wesley Hts. acc't.....	160.73
			Am't due to be settled by demand note..	8967.40
			<hr/>	
			9128.13	9128.13
			<hr/>	<hr/>

97

JULY 2d, 1901.

Thomas E. Waggaman in Account with J. F. Waggaman.

1901.

June	3.	Amount due	8967.40	
		Int. from June 3d to date.....	43.33	
June	8.	Paid on account of Highlands interest	190.	
	17.	Quarterly interest 6017 A.....	36.28	
	20.	" " Sq. 357, 3020	60.	
	21.	Your portion of amount due acc't rendered Pt. Aaron.....	455.39	
	25.	Your portion of bill of Title Co. Pt. Aaron \$15..	5.	
	26.	Check to Col. Nat. Bank.....	115.50	
		Int. from June 26th to date .....	.05	
	30.	Quarterly interest 12031 B.....	27.88	
	28.	Your portion am't due Blk. 2 L. D. Park (a/c attached).....	254.73	
July	2.	Your portion am't due Wesley Hts. acc't.....	207.28	
		Amount due to be settled by demand note.....	10362.84	
			<u>10362.84</u>	<u>10362.84</u>

98

AUGUST 2d, 1901.

Thomas E. Waggaman in Account with J. F. Waggaman.

1901.

July	2.	Amount due	10362.84	
		Interest from July 2d to August 26.....	53.54	
	3.	Quarterly interest #4003.....	23.13	
	3.	" " 7003.....	29.12	
	3.	" " 7003 B.....	35.37	
	5.	" " 7005 B.....	29.20	
	5.	" " 10005 C.....	24.75	
	8.	On account of Highlands interest.....	190.00	
	8.	Insurance paid on " property.....	15.	
	9.	Quarterly interest.....	63.27	
	12.	" " 2d trust Sq. 134.....	135.	
	14.	" " 10014 C.....	75.	
	18.	" " 7018.....	632.61	
	31.	" " 1031 D.....	23.37	
Aug.	1.	" " 11000 A.....	30.87	
	1.	" " 11000 C.....	67.71	
	2.	" " 5002 A.....	39.52	
	2.	" " 5002 B.....	136.14	
		Your portion amount due Wesley Hts. acc't of this date.....	469.16	
		Amount due to be settled by demand note.....	12435.60	
			<u>12435.60</u>	<u>12435.60</u>

99

SEPTEMBER 3D, 1901.

Thomas E. Waggaman in Account with J. F. Waggaman.

1901.

August	2.	Amount due	12435.60	
		Interest from August 2d to Sept. 3d, 1901.....	63.30	
	8.	On account of Highlands interest.....	190.	
	11.	Quarterly interest #5011 C.....	136.68	
	14.	" " 8014 A.....	19.04	
Sept.	3.	" " 3002	95.55	
	3.	" " 9002 C.....	30.93	
	3.	" " 6002 K.....	14.52	
	3.	" " 9002 D.....	48.95	
	3.	" " 12002 A.....	69.16	
	3.	" " 12003 A.....	124.48	
	3.	Am't due (your portion) Wesley Hts. acc't.....	137.65	
Aug.	3.	Quarterly interest #5003.....	68.52	
		Am't due to be settled by demand note..	13437.38	
			<hr/>	<hr/>
			13437.38	13437.38
			<hr/>	<hr/>

100

OCTOBER 1, 1901.

Thomas E. Waggaman in Account with J. F. Waggaman.

1901.

Sept.	3.	Amount due	13437.38	
		Int. from Sept. 3rd to date.....	64.93	
	3.	Insurance on The Highlands.....	30.	
	8.	On acc't of Highlands interest.....	190.	
	17.	Quarterly interest #6017 A.....	36.28	
	20.	" " Sq. 357 3020	60.	
	26.	Check to Columbia Nat. Bank	115.50	
		Int. from Sept. 26'' to date .....	.11	
	30.	Quarterly interest 12031 B.....	27.88	
Oct.	2.	Your portion amount due Wesley Hts. acc't.....	190.18	
		Amount due to be settled by demand note	14152.26	
			<hr/>	<hr/>
			14152.26	14152.26
			<hr/>	<hr/>

101

NOVEMBER 2D, 1901.

Thomas E. Waggaman in Account with J. F. Waggaman.

1901.

Oct.	2.	Amount due.....	14152.26	
		Int. from Oct. 2d to date.....	70.76	
	3.	Quarterly interest #4003.....	23.13	
	3.	" " 7003.....	29.12	
	3.	" " 7003 B	35.37	
	5.	" " 7005 B	29.20	
	5.	" " 10005 C	24.75	

	8.	On acc't of Highlands interest.....	190.
	9.	Quarterly interest 1009.....	63.27
	12.	" " 2d trust Sq. 134 10012.....	135.
	14.	" " 10014.....	75.
	18.	" " 7018.....	632.61
	31.	" " 10031 D.....	23.37
Nov.	1.	" " 11000 A.....	30.87
	1.	" " 11000 C.....	67.71
	2.	" " 5002 A.....	39.52
	2.	" " 5002 B.....	136.14
	2.	Your portion amount due Wesley Hts. acc't....	1338.11
		Amount due to be settled by demand note	17096.19
			<hr/>
			17096.19 17096.19
			<hr/>

102

DECEMBER 2D, 1901.

Thomas E. Waggaman in Account with J. F. Waggaman.

1901.

Nov.	2.	Amount due.....	17096.19
	2.	Int. from Nov. 2 to Dec. 2, 1901.....	85.48
	3.	Quarterly interest # 5003.....	68.52
	8.	On acc't of Highlands interest.....	190.
	11.	Quarterly interest # 5011 C.....	136.68
	14.	" " 8014 A.....	19.04
Dec.	2.	" " 3002.....	95.55
	2.	" " 9002 C.....	30.93
	2.	" " 6002 K.....	14.52
	2.	" " 9002 D.....	48.95
	2.	" " 12002 A.....	69.16
Dec.	2.	Your portion am't due Wesley Hts. acc't.....	18.77
		Amount due.....	17873.79
			<hr/>
			17873.79 17873.79
			<hr/>

103

JANUARY 2D, 1902.

Thomas E. Waggaman in Account with J. F. Waggaman.

1901.

Dec.	2.	Amount due.....	17873.79
		Interest from Dec. 2, 1901, to date.....	89.36
	3.	Quarterly interest # 12003 A.....	124.48
	9.	On acc't of Highlands.....	190.
	17.	Quarterly interest 6017 A.....	36.28
	20.	" " Sq. 357 3020.....	60.
	26.	Check to Columbia Nat. Bank.....	115.50
		Int. from Dec. 26, 1901, to date.....	.06
	31.	Quarterly interest 12031 B.....	27.88
	30.	Your portion am't due Blk. 2 L. D. Park acc't..	299.69

1902.						
Jan'y	2.	"	"	"	"	Wesley Hts. acc't..... 279.27
						Amount due to be settled by demand
						note..... 19096.31
						<hr/>
						19096.31 19096.31
						<hr/>

104

FEBRUARY 3D, 1902.

Thomas E. Waggaman in Account with J. F. Waggaman.

1902.						
Jan'y	2.	Amount due.....				19096.31
		Int. from Jan'y 2d to date.....				101.84
	3.	Quarterly interest #4003.....				23.13
	3.	" " 7003.....				29.12
	3.	" " 7003 B.....				35.37
	5.	" " 7005 B.....				29.20
	5.	" " 1005 C.....				24.75
	8.	On acc't of Highlands interest.....				190.
	9.	Quarterly interest #1009.....				63.27
	12.	" " 2d trust Sq. 134—10012.....				135.
	14.	" " 10014.....				75.
	17.	Insurance The Highlands Club.....				30.
	18.	Quarterly interest #7018.....				632.61
	31.	" " 10031 D.....				23.37
Feb'y	1.	" " 11000 A.....				30.87
	1.	" " 11000 C.....				67.71
	2.	" " 5002 A.....				39.52
	2.	" " 5002 B.....				136.14
	3.	" " 5003.....				68.52
	3.	Your portion amount due Wesley Hts. a/c.....				679.48
		Amount due to be settled by demand				
		note.....				21511.21
						<hr/>
						21511.21 21511.21
						<hr/>

105

MARCH 3, 1902.

Thomas E. Waggaman in Account with J. F. Waggaman.

1902.						
Feb'y	3.	Am't due.....				21511.21
		Interest from Feb'y 3 to date.....				100.36
	8.	On account of Highlands interest.....				190.
	11.	Quarterly interest #5011 C.....				136.68
	14.	" " 8014 A.....				19.04
M'ch	2.	" " 3002				95.55
	2.	" " 6002 K.....				14.52
	2.	" " 9002 D.....				48.95
	2.	" " 9002 C.....				30.93

2.	Quarterly interest #12002 A.....	69.16	
3.	" " 12003 A.....	124.48	
3.	Your portion amount rec'd Wesley		
	Hts. acc't.....	117.30	
	Amount due.....	22223.58	
		<hr/>	<hr/>
		22340.88	22340.88
		<hr/>	<hr/>

106

AP'L 2d, 1902.

Thomas E. Waggaman in Account with J. F. Waggaman.

1902.

M'ch	3.	Amount due.....	22223.58	
		Int. from M'ch 3d to date.....	111.11	
	8.	On acc't of Highlands interest.....	190.	
	20.	Quarterly Int. Sq. 357 #3020.....	60.	
	17.	" " 6017 A.....	36.28	
	26.	Check to Columbia Nat. Bank.....	115.50	
		Int. from M'ch 26 to date.....	.12	
	31.	Quarterly interest 12031 B.....	27.88	
Apr.	1.	Annual interest on Highlands \$5000.....	300.	
Apr.	2.	Your portion amount due Wesley Hts. acc't....	190.18	
		Amount due.....	23,254.65	
			<hr/>	<hr/>
			23,254.65	23,254.65
			<hr/>	<hr/>

107

MAY 2, 1902.

Thomas E. Waggaman in Account with J. F. Waggaman.

1902.

Ap'l	2.	Amount due.....	23254.65	
		Interest from Ap'l 2d to date.....	116.27	
	3.	Quarterly interest #4003.....	23.13	
	3.	" " 7003.....	29.12	
	3.	" " 7003 B.....	35.37	
	5.	" " 7005 B.....	29.20	
	5.	" " 1005 C.....	24.75	
	8.	On acc't of Highlands interest.....	190.	
	9.	Quarterly interest #1009.....	63.27	
	12.	" " 10012.....	135.	
	14.	" " 10014.....	75.	
	18.	" " 7018.....	632.61	
	30.	" " 10031 D.....	23.37	
May	1.	" " 11000 A.....	30.87	
	1.	" " 11000 C.....	67.71	
	2.	" " 5002 A.....	39.52	
	2.	" " 5002 B.....	136.14	
	2.	Your portion am't due Wesley Hts. acc't.....	1338.11	
		Amount due.....	26244.09	
			<hr/>	<hr/>
			26244.09	26244.09
			<hr/>	<hr/>

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JUNE 2, 1902.

Thomas E. Waggaman in Account with J. F. Waggaman.

1902.

May	2.	Amount due.....	26244.09	
	3.	Quarterly Int. #5003 B.....	68.52	
		Int. on \$26244.09 from May 2d to date.....	131.22	
	8.	On acc't of Highlands interest.....	190.	
	11.	Quarterly interest #5011 C.....	136.68	
	14.	" " 8014 A.....	19.04	
June	2.	" " 3002	95.55	
June	2.	" " 6002 K.....	14.52	
	2.	" " 9002 D.....	48.95	
	2.	" " 9002 C.....	30.93	
	2.	" " 12002 A.....	69.16	
	2.	Your portion amount rec'd from acc't of Wesley Hts.....	26.17	
		Amount due.....	27022.49	
			<hr/>	
			27048.66	27048.66
			<hr/>	<hr/>

109

JULY 2, 1902.

Thomas E. Waggaman in Account with J. F. Waggaman.

1902.

June	2.	Amount due.....	27022.49	
		Int. from June 2d to date.....	135.11	
	3.	Quarterly Int. #12003 A	124.48	
	8.	On acc't of Highlands Int.....	190.	
	17.	Quarterly Interest 6017 A	36.28	
	20.	" " Sq. 357 3020.....	60.00	
	23.	Check to Columbia Nat. Bank.....	115.50	
		Int. from June 23d to date.....	.08	
July	2.	Your portion amount due Wesley Hts. acc't.....	225.26	
		" " " " Blk. 2 L. D. Park acc't.	299.93	
June	3.	Quarterly Int. 12031 B.....	27.88	
		Amount due.....	28237.01	
			<hr/>	
			28237.01	28237.01
			<hr/>	<hr/>

110

AUGUST 2d, 1902.

Thomas E. Waggaman in Account with J. F. Waggaman.

1902.

July	2.	Amount due	28237.01	
		Interest from July 2d to date.....	141.18	

	3.	Quarterly interest # 4003.....	23.13	
		“ “ 7003.....	29.12	
		“ “ 7003 B.....	35.37	
	5.	“ “ 7005 B.....	29.20	
	5.	“ “ 10005 C.....	24.75	
	8.	On account of Highlands interest.....	190.	
	9.	Quarterly interest # 1009.....	63.27	
	12.	“ “ Sq. 134 10012.....	135.	
	12.	Insurance on the Highlands.....	15.	
	14.	Quarterly interest 10014.....	75.	
	18.	“ “ 7018.....	632.61	
	31.	“ “ 1031 D.....	23.37	
Aug.	1.	“ “ 11000 A.....	30.87	
	1.	“ “ 11000 C.....	67.71	
	2.	“ “ 5002 A.....	39.52	
	2.	“ “ 5002 B.....	136.14	
	2.	Your portion amount due Wesley Hts. acc't....	438.11	
		Amount due.....	30366.36	
			<u>30366.36</u>	<u>30366.36</u>

111

SEPT. 2d, 1902.

Thomas E. Waggaman in Account with John F. Waggaman.

1902.

Aug.	2.	Amount due.....	30366.36	
		Int. from Aug. 2 to date.....	151.83	
	8.	On acc't of Highlands interest.....	190.	
	11.	Quarterly interest # 5011 C.....	136.68	
	14.	“ “ 8014 A.....	19.04	
Sep.	2.	“ “ 3002.....	95.55	
	2.	“ “ 6002 K.....	14.52	
	2.	“ “ 9002 D.....	48.95	
	2.	“ “ 9002 C.....	30.93	
	2.	“ “ 12002 A.....	67.16	
	2.	Your portion amount due Wesley Hts. acc't....	137.64	
		Amount due.....	31260.66	
			<u>31260.66</u>	<u>31260.66</u>

112

OCTOBER 2, 1902.

Thomas E. Waggaman in Account with John F. Waggaman.

1902.

Sept.	2.	Amount due.....	31260.66	
		Int. from Sept. 2d to date.....	156.30	
	3.	Quarterly interest # 12003 A.....	124.48	
	8.	On acc't of Highlands interest.....	190.	

17.	Quarterly interest 6017 A.....	36.28
20.	" " 3020.....	60.
26.	Check to Columbia Nat. Bank.....	115.50
	Int. from Sept. 26th to date.....	.09
30.	Quarterly interest.....	27.88
	Your portion amount due Wesley Hts. acc't.....	.09
	Amount due..... 32161.46	190.18
		<hr/>
		32161.46 32161.46
		<hr/>

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NOVEMBER 3, 1902.

Thomas E. Waggaman in Account with J. F. Waggaman.

1902.		
Oct.	2.	Amount due 32161.46
		Int. from Oct. 2d to date..... 166.15
	3.	Quarterly interest #4003..... 23.13
	"	" 7003 A..... 29.12
	3.	" 7003 B 35.37
	5.	" 7005 B 29.20
	5.	" 10005 C 24.75
	8.	On acc't of Highlands interest..... 190.
	9.	Quarterly interest #1009..... 63.27
	12.	" " Sq. 134..... 135.
		Insurance on Highlands..... 30.
	14.	Quarterly interest 10014..... 75.
1901.		
Oct.	17.	Check to Citizen's Nat. Bk. $\frac{1}{3}$ of Int. Pt. Aaron... 80.
1902.		
Ap'l	17.	" " " " " " " " ... 80.
Oct.	17.	" " " " " " " " ... 80.
	18.	Quarterly interest 7018 632.61
	31.	" " 1031 D..... 23.37
Nov.	1.	" " 11000 A..... 30.87
	1.	" " 11000 C..... 67.71
	2.	" " 5002 A..... 39.52
	2.	" " 5002 B..... 136.14
	3.	" " 5003..... 68.52
	3.	Your portion amount due Wesley Hts. acc't..... 1382.23
	3.	" " taxes Pt. Aaron 23.91
		Am't due..... 35607.33
		<hr/>
		35607.33 35607.33
		<hr/>

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DECEMBER 2, 1902.

Thomas E. Waggaman in Account with J. F. Waggaman.

1902.

Nov.	3.	Amount due.....	35607.33	
		Int. from Nov. 3rd to date.....	172.09	
	8.	On acc't of Highlands interest.....	190.	
	11.	Quarterly interest #50011 C.....	136.68	
	14.	" " 8014 D.....	19.04	
Dec.	2.	" " 3002.....	95.55	
	2.	" " 6002 K.....	14.52	
	2.	" " 9002 D.....	48.95	
	2.	" " 9002 C.....	30.93	
	2.	" " 12002 A.....	69.16	
		Your portion amount due Wesley Hts. acc't.....	19.	
		Amount due.....	36403.25	
			<hr/>	
			36403.25	36403.25
			<hr/>	<hr/>

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JANUARY 2, 1903.

Thomas E. Waggaman in Account with J. F. Waggaman.

1902.

Dec.	2.	Amount due.....	36403.25	
		Int. from Dec. 2/02 to date.....	182.01	
	3.	Quarterly interest #12003 A.....	124.48	
	8.	On acc't of Highlands interest.....	190.	
	17.	Quarterly interest 6017 A.....	36.28	
	20.	" " 3020.....	60.	
	26.	Check to Columbia Nat. Bank.....	115.50	
		Int. from Dec. 26th to date.....	.12	
	31.	Quarterly interest.....	27.88	
1903.				
Jan'y	2.	Your portion amount due Wesley Hts. acc't.....	447.56	
1902.				
Dec.	31.	" " " " Blk. 2 L. D. Park....	267.66	
		Amount due.....	37854.74	
			<hr/>	
			37854.74	37854.74
			<hr/>	<hr/>

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FEBRUARY 2, 1903.

Thomas E. Waggaman in Account with John F. Waggaman.

1903.

Jan'y	3.	Amount due.....	37854.74	
		Int. from Jan'y 3rd to date.....	189.27	
	3.	Quarterly interest #4003.....	23.13	
	3.	" " 7003 A.....	29.12	
	3.	" " 7003 B.....	35.37	
	5.	" " 7005 B.....	29.20	
	5.	" " 10005 C.....	24.75	

	8.	On acc't of Highlands interest.....	190.	
	9.	Quarterly interest #1009.....	63.27	
	12.	" " 2d trust Sq. 134.....	135.	
	14.	Insurance Highlands.....	30.	
	14.	" "	10.	
	14.	Quarterly interest 10014.....	75.	
	18.	" " 7018.....	632.61	
	31.	" " 1031 D.....	23.37	
Feb'y	1.	" " 11000 A.....	30.87	
	1.	" " 11000 C.....	67.71	
	2.	" " 5002 B.....	136.14	
	2.	" " 5002 A.....	39.52	
	2.	Your portion amount due Wesley Hts. acc't.....	456.11	
		Amount due.....	40075.18	
			<hr/>	
			40075.18	40075.18
			<hr/>	<hr/>

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M'CH 2, 1903.

Thomas E. Waggaman in Account with J. F. Waggaman.

1903.

Feb'y	2.	Amount due	40075.18	
		Int. from Feb. 2d to date.....	200.37	
	3.	Quarterly interest #5003.....	68.52	
	9.	On acc't of Highlands interest.....	190.	
	11.	Quarterly interest #50011 C.....	136.68	
	14.	" " 8014 A.....	19.04	
M'ch	2.	" " 3002	95.55	
	2.	" " 6002 K.....	14.52	
	2.	" " 9002 D.....	48.95	
	2.	" " 9002 C.....	30.93	
	2.	" " 12002 A.....	69.16	
	2.	Your portion am't due Wesley Hts. acc't.....	137.64	
		Amount due.....	41086.54	
			<hr/>	
			41086.54	41086.54
			<hr/>	<hr/>

118

AP'L 2, 1903.

Thomas E. Waggaman in Account with J. F. Waggaman.

1903.

M'ch	2.	Amount due	41086.54	
		Int. from M'ch 2d to date.....	205.43	
	3.	Quarterly interest 12003 A.....	124.48	
	9.	On acc't of Highlands interest.....	190.	
	17.	Quarterly interest 6017 A.....	36.28	
	20.	" " 3020	60.	
	31.	" " 12031.....	27.88	

Ap'l	1.	Amount Int. on \$5000 on Highlands.....	300.
	2.	Am't due (your portion) Wesley Hts. acc't.....	170.18
		Amount due	42220.79
			<hr/>
			42220.79
			<hr/>
			42220.79
			<hr/>

119

MAY 2d, 1903.

Thomas E. Waggaman in Account with J. F. Waggaman.

1903.

Ap'l	2.	Amount due.....	42220.79
		Int. from Ap'l 2d to date	211.10
	3.	Quarterly interest #4003.....	23.13
	3.	" " 7003 A	29.12
	3.	" " 7003 B.....	35.37
	5.	" " 7005 B.....	29.20
	5.	" " 10005 C.....	24.75
	8.	On acc't of Highlands interest.....	190.
	9.	Quarterly interest #1009	63.27
	12.	" " 2d trust Sq. 134.....	135.
	14.	" " 10014	75.
	18.	" " 7018	632.61
	30.	" " 1031 D.....	23.37
May	1.	" " 11000 A	30.87
	1.	" " 11000 C.....	67.71
	2.	" " 5002 B.....	136.14
	2.	" " 5002 A.....	39.52
Ap'l	17.	Your portion S. Ann Int. \$240 to Ap'l 17 / 03 on part of Aaron.....	80.
May	2.	Your portion am't due Wesley Hts.....	1360.22
		Amount due.....	45407.17
			<hr/>
			45407.17
			<hr/>
			45407.17
			<hr/>

120

JUNE 2, 1903.

Thomas E. Waggaman in Account with J. F. Waggaman.

1903.

May	2.	Amount due.....	45407.17
		Interest from May 2d to date.....	227.03
	3.	Quarterly Interest #5003	68.42
	8.	On account of Highlands Int.....	190.
	11.	Quarterly interest #5011 C.....	136.68
	14.	" " 8014 A.....	19.04
June	2.	" " 3002	95.55
	2.	" " 6002 K.....	14.52
	2.	" " 9002 C.....	30.93
	2.	" " 9002 D.....	48.95
	2.	" " 12002 A.....	69.16

2.	Your portion amount due Wesley Hts. acc't.....	18.77
	Amount due.....	46326.32
		<hr/>
		46326.32
		<hr/>
		46326.32
		<hr/>

121

JULY 2D, 1903.

Thomas E. Waggaman in Account with J. F. Waggaman.

1903.

June	2.	Amount due.....	46326.32
		Int. from June 2d to date.....	231.63
	3.	Quarterly interest # 12003 A.....	124.48
	8.	On acc't of Highlands interest.....	190.
	17.	Quarterly interest 6017 A.....	36.28
	20.	" " 3020.....	60.
	26.	Check to Columbia Nat. Bank.....	115.50
		Int. from June 26th to date.....	.11
	30.	Quarterly interest 12031.....	27.88
July	1.	Insurance Highlands.....	15.
	2.	Your portion amount due Wesley Hts. acc't.....	207.27
		Amount due.....	47334.47
			<hr/>
			47334.47
			<hr/>
			47334.47
			<hr/>

122

AUGUST 3D, 1903.

Thomas E. Waggaman in Account with J. F. Waggaman.

1903.

July	2.	Amount due.....	47334.47
		Int. from July 2d to date.....	236.67
	3.	Quarterly interest # 4003.....	23.13
	3.	" " 7003 A.....	29.12
	3.	" " 7003 B.....	35.37
	5.	" " 7005 B.....	29.20
	5.	" " 10005 C.....	24.75
	8.	On acc't of Highlands interest.....	190.
	9.	Quarterly interest # 1009.....	63.27
	12.	" " 2d trust Sq. 134.....	135.
	14.	" " # 10014.....	75.
	14.	Your portion amount due Bl'k 2 L. D. Park ...	228.24
	18.	Quarterly interest 7018.....	632.61
	31.	" " 1031 D.....	23.37
Aug,	1.	" " 11000 A.....	30.87
	1.	" " 11000 C.....	67.71
	2.	" " 5002 B.....	136.14
	2.	" " 5002 A.....	39.52
	3.	" " 5003.....	68.52

3. Your portion amount due Wesley Hts. acc't.....	1137.05	
Amount due.....	50540.01	
	<u>50540.01</u>	<u>50540.01</u>

123

SEPT. 2, 1903.

Thomas E. Waggaman in Account with J. F. Waggaman.

1903.

Aug.	3.	Amount due.....	50540.01	
		Int. from Aug. 3rd to date	252.70	
	8.	On acc't of Highlands Int.....	190.	
	11.	Quarterly interest #5011 C.....	136.68	
	14.	" " 8014 A.....	19.04	
	18.	Am't due acc't I C Six matter Sq. 357.....	39.33	
Sept.	2.	Quarterly interest #3002.....	95.55	
	2.	" " 6002 K.....	14.52	
	2.	" " 9002 C.....	30.93	
	2.	" " 9002 D.....	48.75	
	2.	" " 12002 A.....	69.16	
	2.	Your portion am't due Wesley Hts. acc't.....	137.65	
		Amount due.....	51574.32	
			<u>51574.32</u>	<u>51574.32</u>

124

OCTOBER 2d, 1903.

Thomas E. Waggaman in Account with J. F. Waggaman.

1903.

Sept.	2.	Amount due.....	51574.32	
		Interest from Sept 2d to date.....	157.87	
	3.	Quarterly interest 12003 A.....	124.48	
	8.	On acc't Highlands interest.....	190.	
	17.	Quarterly interest 6017 A.....	36.28	
	30.	" " 12030 B.....	27.88	
	15.	Insurance on Highlands.....	30.	
	26.	Check to Columbia Nat. Bank.....	115.50	
		Int. from Sept. 26th /03 to date.....	.11	
Oct.	2.	Your portion amount due Wesley Hts. acc't.....	190.18	
		Amount due.....	52546.62	
			<u>52546.62</u>	<u>52546.62</u>

125

Nov. 2D, 1903.

Thomas E. Waggaman in Account with J. F. Waggaman.

1903.			
Oct.	2.	Amount due.....	52546.62
		Int. from Oct. 3 / 03 to date.....	262.73
	3.	Quarterly interest # 4003.....	23.13
	3.	“ “ 7003 A.....	29.12
	3.	“ “ 7003 B.....	35.37
	3.	“ “ 7005 B.....	29.20
	5.	“ “ 10005 C.....	24.75
	8.	On acc't of Highlands interest.....	190.
	9.	Quarterly interest #1009.....	63.27
	12.	“ “ 2d trust Sq. 134.....	135.
	14.	“ “ 10014.....	75.
	18.	“ “ 7018	632.61
	31.	“ “ 1031 D.....	23.37
Nov.	1.	“ “ 11000 A.....	30.87
	1.	“ “ 11000 C.....	67.71
	2.	“ “ 5002 B.....	136.14
	2.	“ “ 5002 A.....	39.52
	2.	Your portion am't due Wesley Hts.....	1175.78
		Amount due.....	55520.19
			<hr/>
			55520.19 55520.19
			<hr/>

126

DECEMBER 3D, 1903.

Thomas E. Waggaman in Account with J. F. Waggaman.

1903.			
Nov.	2.	Amount due.....	55520.19
		Int. from Nov. 2 / 03 to date	227.60
	3.	Quarterly Int. #5003.....	68.52
	8.	On acc't of Highlands.....	190.
	11.	Quarterly interest #5011 C.....	136.68
	14.	“ “ 8014 A.....	19.04
Dec.	2.	“ “ 3002.....	95.55
	2.	“ “ 6002 K.....	14.52
	2.	“ “ 9002 C.....	30.93
	2.	“ “ 9002 D.....	48.75
	2.	“ “ 12002 A.....	69.16
	2.	Your portion am't due Wesley Hts. acc't.....	23.77
		Amount due.....	56494.71
			<hr/>
			56494.71 56494.71
			<hr/>

127

JANUARY 2D, 1904.

Thomas E. Waggaman in Account with J. F. Waggaman.

1903.

Dec.	2.	Amount due	56494.71	
		Int. from Dec. 2/03 to date	282.47	
	3.	Quarterly interest #12003 A.....	124.48	
	8.	On acc't Highland Int.....	190.	
	17.	Quarterly Int.	36.28	
	18.	Insurance Highlands.....	10.	
	28.	Check to Columbia Nat. Bank.....	115.50	
		Int. from Dec. 28/03 to date .....	.08	
	31.	Quarterly Int.....	27.88	

1904.

Jan'y	2.	Your portion am't due Wesley Heights.....	207.27	
		Amount due.....	57488.67	
			<hr/>	<hr/>
			57488.67	57488.67
			<hr/>	<hr/>

128

FEBRUARY 2, 1904.

Thomas E. Waggaman in Account with J. F. Waggaman.

1904.

Jan'y	2.	Am't due.....	57488.67	
		Int. from Jan'y 2d to date.....	287.44	
	3.	Quarterly interest 4003.....	23.13	
		“ “ 7003 A.....	29.12	
		“ “ 7003 B.....	35.37	
	5.	“ “ 7005 B.....	29.20	
	5.	“ “ 10005 C.....	24.75	
	8.	On acc't of Highlands Int.....	190.	
	9.	Quarterly interest 1009.....	63.27	
	12.	“ “ 2d trust Sq. 134.....	135.	
	14.	“ “ 10014.....	75.	
	18.	“ “ 7018.....	632.61	
	31.	“ “ 1031 D.....	23.37	
Feb'y	1.	“ “ 11000 A.....	30.87	
	1.	“ “ 11000 C.....	67.71	
	2.	“ “ 5002 A.....	39.52	
	2.	“ “ 5002 B.....	136.14	
Jan'y	19.	Insurance on Highlands.....	18.	
Feb'y	2.	Am't due your portion Wesley Hts. acc't.....	893.91	
		Amount due.....	60223.08	
			<hr/>	<hr/>
			60223.08	60223.08
			<hr/>	<hr/>

129

MARCH 2D, 1904.

Thomas E. Waggaman in Account with J. F. Waggaman.

1904.

Feb.	2.	Amount due.....	60223.08	
		Int. from Feb. 2/04 to date.....	291.06	
	3.	Quarterly interest #5003.....	68.52	
	8.	On account of Highlands Int.....	190.	
	11.	Refund Ins. on Highlands.....	22.60	
	11.	Quarterly Interest #5011 C.....	136.68	
	14.	" " 8014 A.....	19.04	
M'ch	1.	Ins. on Highlands.....	42.	
	2.	Quarterly interest 3002.....	95.55	
	2.	" " 6002 K.....	14.52	
	2.	" " 9002 C.....	30.93	
	2.	" " 9002 D.....	48.95	
	2.	" " 12002 A.....	69.16	
		Am't due Wesley Hts. acc't (your por- tion).....	137.64	
		Am't due.....	61344.53	
			<hr/>	
			61367.13	61367.13
			<hr/>	<hr/>

130

APRIL 2D, 1904.

Thomas E. Waggaman in Account with J. F. Waggaman.

1904.

M'ch	2.	Amount due	61344.53	
		Int. from M'ch 2d /04 to date.....	306.72	
	3.	Quarterly interest #12003 A.....	124.48	
	8.	On acc't of Highlands.....	190.	
	17.	Quarterly interest 6017 A.....	36.28	
	28.	Check to Columbia Nat. Bank.....	115.50	
		Int. from M'ch 28 / 04 to date.....	.08	
	31.	Quarterly interest 12031 B.....	27.88	
	3.	Your portion am't due Bl'k 2 L. D. Park acc't..	120.67	
Ap'l	2.	" " " " Wesley Hts. acc't.....	339.53	
	1.	Annual Int. on Highlands 400	300.	
		Amount due.....	62905.67	
			<hr/>	
			62905.67	62905.67
			<hr/>	<hr/>

131

MAY 2, 1904.

Thomas E. Waggaman in Account with J. F. Waggaman.

1904.

April	2.	Amount due.....	62905.67	
		Int. from April 2d to date.....	314.52	
				9—1825A

	3.	Quarterly interest #4003.....	23.13	
	3.	" " 7003 B.....	35.37	
	3.	" " 7003 A.....	29.12	
	5.	" " 7005 B.....	29.20	
	5.	" " 10005 C.....	24.75	
	8.	On acc't of Highlands.....	190.	
	9.	Quarterly interest 1009.....	63.27	
	12.	" " Sq. 134 10012.....	135.	
	14.	" " 10014.....	75.	
	18.	" " 7018	632.61	
	30.	" " 1031 D	23.37	
May	1.	" " 11000 A.....	30.87	
May	1.	" " 11000 C.....	67.71	
	2.	" " 5002 A	39.52	
	2.	" " 5002 B.....	136.14	
	2.	Your portion am't due Wesley Hts. acc't	481.38	
		Amount due	65236.63	
			<hr/>	
			65236.63	65236.63
			<hr/>	<hr/>

132

JUNE 2, 1904.

Thomas E. Waggaman in Account with J. F. Waggaman.

1904.

May	2.	Amount due.....	65236.63	
		Int. from May 2d to date.....	326.18	
	3.	Quarterly interest #5003.....	68.52	
	11.	" " 5011 C.....	136.68	
	14.	" " 8014 A.....	19.04	
June	2.	" " 3002.....	95.55	
	2.	" " 6002 K.....	14.52	
	2,	" " 9002 C.....	30.93	
	2.	" " 9002 D.....	48.95	
	2.	" " 12002 A.....	69.16	
May	8.	On acc't of Highlands interest.....	190.	
		Your portion amount due Wesley Hts. acc't.....	18.77	
		Amount due.....	66254.93	
			<hr/>	
			66254.93	66254.93
			<hr/>	<hr/>

133

JULY 2, 1904.

Thomas E. Waggaman in Account with J. F. Waggaman.

1904.

June	2.	Amount due.....	66254.93	
		Int. from June 2d / 04 to date.....	331.27	
	3.	Quarterly interest #12003 A.....	124.48	
	8.	On account of Highlands interest.....	190.	
	17.	Quarterly interest 6017 A.....	36.28	

	27. Check to Columbia Nat. Bank.....	115.50	
	Int. from June 27/04 to date.....	.58	
	30. Quarterly interest 12031 B.....	27.88	
July	2. Your portion am't due Wesley Hts. acc't.....	158.76	
	Amount due.....	67239.68	
		<hr/>	
		67239.68	67239.68
		<hr/>	<hr/>

134

AUGUST 2d, 1904.

Thomas E. Waggaman in Account with J. F. Waggaman.

1904.

July	2. Amount due.....	67239.68	
	Int. from July 2d. '04 to date.....	336.19	
	3. Quarterly interest # 4003.....	23.13	
	3. " " 7003 A.....	29.12	
	3. " " 7003 B.....	35.37	
	5. " " 7005 B.....	29.20	
	5. " " 10005 C.....	24.75	
	8. On account of Highlands interest.....	190.	
	9. Quarterly interest # 1009.....	63.27	
	12. " " Sq. 134 10012.....	135.	
	14. " " 10014.....	75.	
	18. " " 7018.....	632.61	
	31. " " 1031 D.....	23.37	
Aug.	1. " " 11000 A.....	30.87	
	1. " " 11000 C.....	67.71	
	2. " " 5002 A.....	39.52	
	2. " " 5002 B.....	136.14	
	2. Your portion amount due Wesley Hts. acc't....	597.11	
	Amount due.....	69708.04	
		<hr/>	
		69708.04	69708.04
		<hr/>	<hr/>

135 The plaintiff thereupon offered in evidence proof of the claim of John F. Waggaman against the Estate of Thomas E. Waggaman, bankrupt, in Bankruptcy No. 361, which is in the words and figures as follows:

Proof of Unsecured Debt.

In the Supreme Court of the District of Columbia, Holding a Court in Bankruptcy.

In the Matter of THOMAS E. WAGGAMAN, Bankrupt. No. 361. In Bankruptcy.

Filed October 28, 1904. Andrew Y. Bradley, Referee.

At Washington, in the District of Columbia, on the 26th day of October, A. D. 1904, came John F. Waggaman of Washington,

in the District of Columbia, and made oath and says that Thomas E. Waggaman, the person against whom a petition for Adjudication of Bankruptcy, has been filed, was at and before the filing of said petition and still is, justly and truly indebted to said deponent in the sum of two hundred and sixty-seven thousand one hundred and thirty-seven and 98/100 (\$267,137.98) Dollars with such interest as is hereafter set forth: That the considerations of said debt are as follows: Note made by said Thomas E. Waggaman for thirty-seven thousand (\$37,000) Dollars dated March 1, 1904, for value received, payable on demand after date to the order of said John

136 F. Waggaman, with interest at the rate of six per centum per annum from date until paid. That the consideration for said note was money lent on that date to said Thomas E. Waggaman by said John F. Waggaman. That payment of said note has been duly demanded from said Thomas E. Waggaman by said John F. Waggaman, but the principal of said note, has not, nor has any part thereof been paid and the same, with interest from August 1, 1904, is due.

Also money lent to said Thomas E. Waggaman by this deponent to the amount of eighty thousand (\$80,000) Dollars on April 29, 1903, with an agreement by the said Thomas E. Waggaman to pay monthly interest therefor at the rate of six per cent. per annum, said interest being due from the first day of August, 1904. The additional sum of one hundred and twenty-two thousand nine hundred and twenty-five and 66/100 (\$122,925.66) Dollars with interest from August 1st, 1904, due from said Thomas E. Waggaman to said John F. Waggaman according to an account stated between this deponent and said Thomas E. Waggaman on August 1st, 1904. Said last mentioned sum is constituted of money lent at different times and in various amounts by said John F. Waggaman to said Thomas E. Waggaman, a copy of said account is annexed hereto, marked Exhibit No. 1, the original account being in the possession of said Thomas E. Waggaman.

The additional sum of one thousand nine hundred and fifty-six and 25/100 (\$1,956.25) Dollars which said John F. Waggaman has been compelled to pay and has paid in various amounts at different times between August 1st, 1904, and September 1st, 1904, to the holders of commercial paper made by said John F. Waggaman for the accommodation of said Thomas E. Waggaman
137 according to an account annexed hereto and marked Exhibit No. 2.

Also the sum of twenty-five thousand one hundred and four and 21/100 (\$25,104.21) Dollars which is due and owing from said Thomas E. Waggaman to said deponent on account of the said Thomas E. Waggaman having received that sum for the use of this deponent by way of money borrowed by said Thomas E. Waggaman upon this deponent's interest in certain lands known as Woodley, but the said Thomas E. Waggaman has never paid the same, or any part thereof to this deponent or for his use.

Also the sum of one hundred and fifty-one and 86/100 (\$151.86) Dollars rent of premises Nos. 518 to 528 Spruce Street, N. W., Wash-

ington, D. C., received by said Thomas E. Waggaman for this deponent, but no part of the same has been paid to him.

This deponent further shows that he is the accommodation maker for said Thomas E. Waggaman of commercial paper aggregating about one hundred and twenty-one thousand five hundred and fifty (\$121,550) Dollars and will in all probability be compelled to meet the same or some part thereof, and he hereby claims the right to participate therefor in the assets of Thomas E. Waggaman, but no part thereof is included in said sum of two hundred and sixty-seven thousand one hundred and thirty-seven and 98/100 (\$267,137.98) Dollars originally claimed herein.

That no part of any of said debts has been paid.

That there are no set-offs or counter-claims to the same except that this deponent has heretofore delivered to the said Thomas
138 E. Waggaman a number of notes made by this deponent aggregating eighty-three thousand three hundred and nine and 16/100 (\$83,309.16) Dollars which according to an understanding between this deponent and said Thomas E. Waggaman were to be held by said Thomas E. Waggaman to indicate such sums of money as the said Thomas E. Waggaman had expended for the use of this deponent.

And the said Thomas E. Waggaman also claims from this deponent the sum of seventy-eight thousand three hundred and forty-three (\$78,343.) Dollars mainly on account of interest charged against this deponent upon said notes delivered by this deponent to said Thomas E. Waggaman, and also on account of moneys claimed by said Thomas E. Waggaman to have been expended for this deponent's use.

That the said Thomas E. Waggaman is the accommodation endorser for this deponent upon numerous notes aggregating about eighty-six thousand nine hundred and fifty (\$86,950) Dollars but the said Thomas E. Waggaman has never made any payment on account of the same, and this deponent claims his full rights of set-off and counter-claims in respect to all of the above notes and accounts, according to bill of particulars filed herewith.

And that deponent has not, nor has any person by his order, or to his knowledge or belief, for his use, had or received any manner of security for any of said debts whatever and that no note has been received for said debts with the exception of those described above, and no judgment rendered thereon.

(Signed)

JOHN F. WAGGAMAN, *Creditor.*

139 Subscribed and sworn to before me this twenty-sixth day of October, A. D. 1904.

Signed,

[SEAL.]

JOHN W. BRAUNER,
Notary Public, D. C.

\$37000.

WASHINGTON, D. C., *March 1st, 1904.*

On demand after date, for value received, I promise to pay to John F. Waggaman or order, the sum of thirty-seven thousand

dollars at 1321 F Street, N. W., with interest at the rate of six per centum per annum until paid; said interest payable

(Signed)

THOS. E. WAGGAMAN.

Filed 3 p. m., October 28, 1904.

ANDREW Y. BRADLEY. *Referee.*

Bill of Particulars.

Thos. E. Waggaman in Account with John F. Waggaman.

To bills payable.....	37,000.00	
To amount borrowed.....	80,000.00	
To open account.....	122,925.66	
To amount expended.....	1,956.25	
To " due a/c Woodley.....	25,104.21	
To rents retained.....	151.86	
To bills payable.....	83,309.16	
By open account.....	78,343.00	
By balance due Jno. F. Waggaman.....	105,485.82	
	<hr/>	<hr/>
	267,137.98	267,137.98

Filed October 28, 1904.

ANDREW Y. BRADLEY, *Referee.*

140

EXHIBIT I.

John F. Waggaman in Account with Thos. E. Waggaman.

Aug. 1, 1904.

July 1, 1904. Balance due.....	121,732.	
Interest accrued.....	608.66	
" " 80,000.....	400.	
" " 37,000.....	185.	
Balance due.....	122,925.66	
	<hr/>	<hr/>
	122,925.66	122,925.66

Filed October 28, 1904.

ANDREW Y. BRADLEY, *Referee.*

EXHIBIT II.

John F. Waggaman in Account with Thos. E. Waggaman.

SEPT. 1, 1904.

Aug. 17, '04. Check Metropolitan Bank.....	\$612.50
Aug. 18, '04. Check American Bank.....	245.
Aug. 24, '04. Check Lincoln Bank.....	200.

Aug. 31, '04.	Check Montgomery County Bank.....	525.	
" " "	Check Metropolitan Bank.....	67.50	
" " "	Check Farmers and Mechanics Bank.....	118.75	
" " "	Check Mrs. Mason.....	65.	
Sept. 1, '04.	Check Marine Bank.....	122.50	
	Balance due John F. Waggaman...	1956.25	
		<hr/>	
		1956.25	\$1956.25

Endorsed on Back :

Allowed for \$105,485.82. Filed 3 P. M. October 28, 1904. Andrew Y. Bradley, Referee.

141 Whereupon counsel for plaintiff called attention of the court to the fact that the last statement produced by the defendant is dated August 2, 1904, showing amount due Thomas E. Waggaman from John F. Waggaman on that date, to be \$69,708. That among the statements called for by the plaintiff is one of August 23, 1904, which latter statement counsel for defendant claim they have not got, and had not received it.

Thereupon the witness Cocheu proceeded.

In making up the account between Thomas E. Waggaman and John F. Waggaman I compiled it from the copies of the statements made to John F. Waggaman, as copied in the tissue copy book, in which all of the statements were copied. I have the letter press book of Thomas E. Waggaman in which is contained the copy of a statement to John F. Waggaman of August 23, 1904. It is book No. 42. The statement purports to be a letter press copy of the statement dated August 23, 1904 with John F. Waggaman.

Thereupon plaintiff offered in evidence the letter press copy book of Thomas E. Waggaman, showing statement of account with John F. Waggaman dated August 23, 1904, which offer was objected to by the defendant, and the court ruling that it would first have to be shown that the account as stated in the press copy book was sent to John F. Waggaman as the other accounts were, sustained the objection.

Thereupon the witness was asked the following question :

"I will ask you to indicate in these statements (namely the statements sent to John F. Waggaman by Thomas E. Waggaman and admitted in evidence) the payments of interest connected
142 with note No. 5011 C. being the note dated May 11, 1897, for \$9122.75. And so on with all of the notes"

to which question the defendant objected, and the objection being sustained the plaintiff duly reserved an exception to the ruling of the court, and withdrew the witness from the stand.

Whereupon the plaintiff, to further maintain the issues on its part joined, called as a witness Mrs. CLEMENTINE WAGGAMAN, who being duly sworn testified as follows :

I was employed by Thomas E. Waggaman for about 20 or 25 years, a portion of the time as note clerk. Referring to note No.

5011 C, the payments of interest endorsed on the back thereof are all in my handwriting except five, which are the endorsements of November 11, 1903, February 11, 1904, May 11, 1904, August 11, 1904 and May 11, 1903. They are in the handwriting of Miss Phillips, who was my assistant. The endorsements of interest on the back of note No. 6017 A are in my handwriting except the interest of June 4, September 4, and December 4th. I think the entries of September 17, 1897, is in Miss Phillips' handwriting. I don't know the handwriting of the entry of June 17, 1904. The endorsements of interest on the back of note No. 7003 A are in my handwriting except the entry of October 3, 1898, July 3, 1903, October 3, 1903, and January 3, 1904, which are in Miss Phillips' handwriting. The endorsements of interest on the back of note No. 8014 A are in my handwriting, except the interest of August 14, 1903, February 14, 1904, and May and August 1904. I don't know

the handwriting of the last two entries, but the others are in
 143 Miss Phillips' handwriting. The endorsements of interest on the back of note No. 1005 C are in my handwriting, except the entries of October 5, 1898, April 5, 1901, July 5, 1903, October 5, 1903, January 5, 1904. They are in Miss Phillips' handwriting. I don't know in whose handwriting are the entries of April 5, 1904, and July 5, 1904. The endorsements of interest on the back of note No. 1100 A are in my handwriting except the entries of February 1, 1899, May 1, 1903, and August 1, 1903. The first in Miss Phillips' handwriting, and the other two I do not know. The endorsements of interest on the back of note No. 1231 D are in my handwriting except the entry of September 30, 1898, March 30, 1901, June 30, 1903, December 31, 1903, and the last two endorsements. Those entries are in Miss Phillips' handwriting, with the exception of the last two, which I do not know. The endorsements of interest on the back of note No. 1031 D are in my handwriting except the entries of July 31, 1900, April 30, 1903, July 31, 1903, which are in Miss Phillips' handwriting, and the last two endorsements I do not know. The endorsements of interest on the back of note No. 5003 are in my handwriting, except May 3 1903, August 3, 1903, and February 3, 1904, which are in Miss Phillips' handwriting. I do not know the last two entries. The endorsements of interest on the back of note No. 7005 B are in my handwriting, except the entries of October 5, 1898, October 5, 1899, July 5, 1903, October 5, 1903, and January 5, 1904, which are in Miss Phillips' handwriting, and the last two entries of April 5, 1904, and July 5, 1904, I do not know. The endorsements of in-

144 terest on the back of note No. 9002 C are in my handwriting except the entries of June 2, 1903, September 2, 1903, December 2, 1903, which are in Miss Phillips' handwriting. The endorsements of interest on the back of note No. 1100 C are in my handwriting except the entries of February 1, 1899, May 1, 1903, August 1, 1903, which are in Miss Phillips' handwriting, and the entries of May 1, and August 1, 1904, I do not know. The endorsements of interest on the back of note No. 1009 were made by me ex-

cept the entries of October 9, 1899, April 9, 1901, July 9, 1903, January 9, 1904, April 9, 1904 and July 9, 1904, which entries with the exception of the last two, are in Miss Phillips' handwriting. The endorsements of interest on the back of note No. 3002 were made by me except the entries of June 2, September 2, and December 2, 1903, and March 2, 1904, which are in Miss Phillips' handwriting. The endorsements of interest on the back of note No. 4003 were made by me, except the entries of October 3, 1899, April 3, 1901, July 3, 1903, October 3, 1903, and January 3, 1904, which are in Miss Phillips' handwriting. I am not acquainted with the entries of April 3 and July 3, 1904. The endorsements of interest on the back of note No. 5002 A are in my handwriting, except the entries of May 2, 1903, August 2, 1903, May 2, and August 2, 1904, which are in Miss Phillips' handwriting, except the last two, which are unknown to me. The endorsements of interest on the back of note No. 6002 A were made by me with the exception of the entries of June 1, and September 2, and December 2, 1903, which are in Miss Phillips' handwriting. I do not know the entry of June 2, 1904. The endorsements of interest on the back of note No. 145 7003 B were made by me with the exception of the entries of July 3 and October 3, 1903, January 3, 1904, and April 3, and July 3, 1904. All of said entries except the last two were made by Miss Phillips. The endorsements of interest on the back of note No. 2002 D were made by me except the interest of June 2, September 2, and December 2, 1903, March 2, and June 2, 1904. Those entries with the exception of the last one are in the handwriting of Miss Phillips. The endorsements of interest on note No. 12002 A were made by me except the entries of June 2, September 2, and December 2, 1903, and June 2, 1904, which entries are in the handwriting of Miss Phillips, except the last one. The endorsements of interest on the back of note No. 5002 D are in my handwriting except the entries of May 2, August 2, 1903, May 2, and August 2, 1904. Those entries with the exception of the last two are in Miss Phillips' handwriting. The endorsements of interest on the back of note No. 12003 A were made in my handwriting, except the entries of June 3, September 3, and December 3, 1903, and June 3, 1904. Said entries with the exception of the last one were made by Miss Phillips. All endorsements of interest made on said notes by Miss Phillips or myself were made at the direction of Thomas E. Waggaman. We made them as we did any ordinary entry of interest. The book which you have handed me is the interest account book of Thomas E. Waggaman from May 22, 1904, to August 23, 1904. It is a press copy book and all of the statements that were made up were copied in it. After being copied the statements are usually sent to the parties with whom they are made. The book was kept in the down-stairs portion of Thomas E. Waggaman's

146 office. I do not know who made the press copy of the statement of account of John F. Waggaman of August 23 1904 on page 320 of that book, but the statement is in my handwriting. After it was prepared by me, it was sent downstairs to be sent to Mr.

John F. Waggaman after being copied. I sent the statement downstairs to be copied and it did not come back to me. I do not have charge of mailing the statements. It was the duty of a clerk named Mrs. Lamont to send out the statements. I do not know where she resides, and think she left the city after leaving Mr. Waggaman's employ. It was the duty of the check clerk to address the envelopes and send these statements out by mail after being copied. The statement is in my handwriting. I cannot tell whether it is a correct copy of the original; I do not see any changes or interlineations in it.

No cross examination.

Whereupon the plaintiff to further maintain the issues on its part joined called as a witness J. FENDALL CAIX, who being duly sworn testified as follows:

I am cashier of the Traders' National Bank, and bookkeeper for the Catholic University. I have acted as bookkeeper for the University since the latter part of 1899. The endorsement of interest on note No. 5011 C of May 11, and August 11, 1904, are in my handwriting. The endorsements of interest on note No. 6017 A of March 17, June 17, 1904, are in my handwriting. The endorsements of interest on note No. 11003 A of April 3, and July 3, 1904, are in my handwriting. The endorsements of interest on note No. 8014 A of May 14, and August 14, 1904, are in my handwriting. The endorsements of interest on note No. 10005 C of April 5 and July 5, 1904, are in my handwriting. The endorsements of interest on note No. 11000 A of May 1, and August 1, 1904, are in my handwriting. The endorsements of interest on note No. 12031 B of March 31, June 30, 1904, are in my handwriting. The endorsements of interest on note No. 1031 D of April 30, and July 31, 1904, are in my handwriting. The endorsements of interest on note No. 5003 of May 3, and August 3, 1904, are in my handwriting. The endorsements of interest on note No. 7005 B of April 5, and July 5, 1904, are in my handwriting. The endorsement of interest on note No. 9002 C of June 2, 1904, is in my handwriting. The endorsements of interest on Note No. 11000 C of May 1, and August 1, 1904, are in my handwriting. The endorsements of interest on note No. 10009 of April 9, and July 9, 1904, are in my handwriting. The endorsement of interest on note No. 3002 of June 2, 1904, is in my handwriting. The endorsements of interest on note No. 4003 of April 3 and July 3, 1904, are in my handwriting. The endorsements of interest on note No. 5002 A of May 2, and August 2, 1904, are in my handwriting. The endorsement of interest on note No. 6002 K of June 2, 1904, is in my handwriting. The endorsements of interest on note No. 7003 B of April 3, and July 3, 1904, are in my handwriting. The endorsement of interest on note No. 9002 D of June 2, 1904, is in my handwriting. The endorsement of interest on note No. 12002 A of June 7, 1904, is in my handwriting. The endorsements of interest on note No. 5002 B of May 2, and August 2, 1904, is in my handwriting. The endorsement of interest on note No. 12003 A

of June 3, 1904, is in my handwriting. All of said endorsements made by said Cain were made by the direction of Rev. 148 Father Dougherty, the entries being made at the University at the times they bear date, and were based upon statements that were rendered by Thomas E. Waggaman at the dates indicated thereon.

No cross examination.

Whereupon the plaintiff to further maintain the issues on its part joined, called as a witness KATHERINE ROSA PHILLIPS, who being duly sworn, testified as follows:

I was employed by Thomas E. Waggaman from 1892 to the time of his failure, and had charge of the record of notes, known as the interest desk. The endorsements of interest on the back of note No. 5011 C of November 11, 1903, February 11, 1904, are in my handwriting. The endorsements of interest on note No. 6017 A of September 17, 1897, September 17, 1899, December 17, 1899, June 17, September 17, 1903, and December 17, 1903, were made by me. The endorsements of interest on note No. 7003 A of October 3, 1898, October 3, 1899, April 3, 1901, July 3, 1903, October 3, 1903, and January 3, 1904, were made by me. The endorsements of interest on note No. 8014 A of May 14, 1903, and February 14, 1904, were made by me. The endorsements of interest on note No. 10005 C of October 5, 1898, October 5, 1899, April 5, 1901, July 5, October 5, 1903, and January 5, 1904, were made by me. The endorsements of interest on note No. 11000 A of February 1, 1899, May 1, and August 1, 1903, were made by me. The endorsements of interest on note No. 2031 B of September 30, 1898, March 31, 1901, June 30, September 30, and December 31, 1903, were made by me.

149 The endorsements of interest on note No. 1031 D of July 31, 1900, April 30, and July 31, 1903, were made by me. The endorsements of interest on note No. 5003 of May 3, and August 3, 1903, of February 3, 1904, were made by me. The endorsements of interest on note No. 7005 B of October 5, 1898, October 5, 1899, April 5, 1901, July 5, October 5, 1903, and January 3, 1904, although marked on note January 5, 1903, were made by me. The endorsements of interest on note No. 9002 C of June 2, September 2, and December 2, 1903, were made by me. The endorsements of interest on note No. 1000 C of February 1, 1899, May 1, and August 1, 1903, were made by me. The endorsements of interest on note No. 1009 of October 9, 1899, April 9, 1901, July 9, 1903, and January 9, 1904, were made by me. The endorsements of interest on note No. 3002 of June 2, September 2, and December 2, 1903, and March 2, 1904, were made by me. The endorsements of interest on note No. 4003 of October 3, 1899, April 3, 1901, July 3, and October 3, 1903, and January 3, 1904, were made by me. The endorsements of interest on note No. 5002 A of May 2, and August 2, 1903, were made by me. The endorsements of interest on note No. 6002 K of June 1, September 2, and December 2, 1903, March 2, 1904, were made by me. The endorsements of interest on note No. 7003 B of October 3, 1899, April 3, 1901, July 3, and October

3, 1903, and January 3, 1904, were made by me. The endorsements of interest on note No. 9002 D of June 2, September 2, and December 2, 1903, were made by me. The endorsements of interest on note No. 12002 A of June 2, September 2, and December 2, 1903, were made by me. The endorsements of interest on note No. 150 5002 B of May 2, and August 2, 1903, were made by me.

The endorsements of interest on note No. 12003 A of June 3, September 3, and December 3, 1903, were made by me. All of said entries were made by me at the direction of Thomas E. Waggaman, and at the times they bear date.

On cross examination the witness said:

I had charge of the interest desk in Mr. Waggaman's office. It was on the first floor of the office of Thomas E. Waggaman, and Mrs. Waggaman's office was on the second floor. The reason why some of the endorsements of interest are in her handwriting and some in mine is that up to a certain date Mrs. Waggaman made all of the endorsements on notes except when she happened to be absent, and then I made them, and later on it became my duty to make the entries. During a part of the period between 1899 and 1904, it was my province in the office to make these entries and endorsements and at other times it was Mrs. Waggaman's duty.

Whereupon the plaintiff to further maintain the issues on its part joined, recalled GEORGE A. DOUGHERTY, who continued his testimony as follows:

I received from time to time written directions from Thomas E. Waggaman to make endorsements of interest on the notes in suit. The papers which I hold contain that written authority. The first paper which was marked when I was on the stand before G. C. D. No. 1, is dated May 12, 1904. All of the statements were accompanied by the letters which are attached to them.

Whereupon counsel for the plaintiff offered said statements
151 in evidence.

Thomas E. Waggaman, Real Estate Broker & Auctioneer, 917 F Street N. W.

WASHINGTON, D. C., May 5, 1904.

REV. DEAR SIR: I enclose herewith a list with the No. of the transaction and the last payment of quarterly interest, which you will please endorse on the back of the notes you hold.

Yours very sincerely, THOMAS E. WAGGAMAN.

Rev. George A. Dougherty, Sec'y The Catholic University.

MAY 5, 1904.

No.	Registered No.	Interest paid to
3015 E.....	.....	March 15, 1904.
3018 B.....	13003	" 18 "
3019 C.....	13014	" 19 "
3020 D.....	.....	" 20 "
3022.....	13013	" 22 "
3024.....	12041	" 24 "
3025 D.....	" 25 "
3026 C.....	" 26 "
3030 B.....	" 30 "
6012 E.....	" 12 "
6012 F.....	13025	" 12 "
6015 K.....	" 15 "
6017 A.....	" 17 "

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6017 C.....	March 17, 1904
6018 C.....	12061	" 18 "
6023.....	" 23 "
6024.....	" 24 "
6024 D.....	" 24 "
6025 C.....	13015	" 24 "
6030 K.....	" 30 "
9013 C.....	.....	" 13 "
9017.....	.....	" 17 "
9017 A.....	12068	" 17 "
9029 C.....	13035	" 29 "
12015 E.....	.....	" 15 "
12016 A.....	.....	" 16 "
12017.....	.....	" 17 "
12018 A.....	12085	" 18 "
12019 F.....	13006	" 19 "
12021 E.....	13044	" 21 "
12022.....	.....	" 22 "
12027 D.....	12080	" 27 "
12028 A.....	.....	" 28 "
12029 D.....	12086	" 29 "
12031 B.....	.....	" 31 "
1002 B.....	.....	April 1 "
1002 D.....	12033	" 2 "
1005 D.....	13033	" 5 "
1006 A.....	12034	" 6 "
1009.....	" 9 "
1013 B.....	" 13 "
1013 D.....	12036	" 13 "
1013 E.....	12081	" 13 "

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1019 B.....	April 19, 1904.
1019 C.....	" 19 "
1022 A.....	" 22 "
1024 F.....	" 24 "
1026 B.....	12089	" 26 "
1025.....	" 25 "
1025 C.....	" 25 "
1026 A.....	.....	" 26 "
1028.....	.....	" 28 "
1028 A.....	.....	" 28 "
1031 D.....	.....	" 30 "
1031 H.....	.....	" 30 "
4000 D.....	.....	" 1 "
4000 E.....	.....	" 1 "
4000 G.....	.....	" 1 "
4000 I.....	.....	" 1 "
4000 M.....	13012	" 1 "
4000 N.....	13047	" 1 "
4002 F.....	.....	" 2 "
4003.....	.....	" 3 "
4007 C.....	13007	" 7 "
4009.....	12042	" 9 "
4009 B.....	.....	" 9 "
4012 A.....	" 12 "
4013 C.....	" 13 "
4014.....	12043	" 14 "
4015 A.....	12044	" 15 "
4016 B.....	" 16 "
4017 G.....	13017	" 17 "
4019 B.....	" 19 "

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4019 D.....	April 19, 1904.
4019 F.....	" 19 "
4027.....	" 27 "
7000 I.....	13011	" 1 "
7002 D.....	" 2 "
7003 A.....	" 3 "
7003 B.....	" " "
7005 B.....	" 5 "
7008 G.....	.....	" 8 "
7011 G.....	.....	" 11 "
7015 A.....	.....	" 15 "
7016 A.....	.....	" 16 "
7016 B.....	.....	" 16 "
7017 D.....	12062	" 17 "
7018 A.....	12066	" 18 "
7020 C.....	.....	" 20 "
7022 B.....	.....	" 22 "
7025 C.....	.....	" 25 "

7029 A.....	13027	April 25, 1904.
7031 B.....	13026	" 30 "
10000.....	13028	" 1 "
10002 F.....	.....	" 2 "
10003 D.....	.....	" 3 "
10005 C.....	" 5 "
10010.....	" 10 "
10011 A.....	12071	" 11 "
10013 D.....	13040	" 13 "
10019 D.....	13037	" 19 "
10020 A.....	12094	" 20 "

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10022.....	April 22, 1904.
10023 E.....	" 23 "
10024 A.....	" 24 "

For Identification G. C. D. No. 1.

MAY 12, 1904.

No.	Registered No.	Interest paid to
2000 B.....	13046	May 1, 1904.
2012 A.....	.....	" 12 "
2012 B.....	.....	" 12 "
5002 A .....	.....	" 2 "
5002 B.....	.....	" 2 "
5003.....	.....	" 3 "
5003 B.....	.....	April 19 "
5005 A.....	.....	" 19 "
5005 B.....	13018	May 5 "
5007 E.....	.....	" 7 "
5009 A.....	12056	" 9 "
✓ 5011 C.....	.....	" 11 "
5012 A.....	.....	" 12 "
8002 F.....	.....	" 1 "
11000 A.....	.....	" 1 "
11000 C.....	.....	" 1 "
11006 E.....	12074	" 6 "
11007.....	.....	" 7 "
11010.....	.....	" 10 "

DEAR MR. CAIN: Please add these interest payments to notes.

G. A. D.

156 Thomas E. Waggaman, Real Estate Broker & Auctioneer,
917 F Street N. W.

WASHINGTON, D. C., May 25, 1904.

REV. DEAR SIR: I enclose herewith list of interest paid, which
you will kindly endorse on the notes.

Yours very truly, THOMAS E. WAGGAMAN.

Rev. Geo. A. Dougherty, The Catholic University.

Credited June 20/04.

CAIN

MAY 25, 1904.

No.	Registered No.	Interest paid to
2014 B.....	.....	May 14, 1904.
2017.....	.....	" 17 "
2018 B.....	.....	" 18 "
2021.....	.....	" 21 "
5014.....	.....	" 14 "
5014 B.....	.....	" 14 "
5000 I.....	13034	" 1 "
5023 B.....	.....	" 23 "
8014 A.....	.....	" 14 "
8017 A.....	.....	" 17 "
11014 B.....	.....	" 14 "
11019 B.....	13029	" 29 "
11024 C.....	13042	" 24 "

157 Thomas E. Waggaman, Real Estate Broker & Auctioneer,
917 F Street, N. W.

WASHINGTON, D. C., June 4, 1904.

REV. DEAR SIR: I enclose herewith a list on interest paid and to
be endorsed on notes.

Yours very truly,

THOMAS E. WAGGAMAN.
C.

Rev. Geo. A. Dougherty, The Catholic University.

Credited June 20 / 04.

CAIN.

JUNE 4, '04.

No.	Registered No.	Interest paid to
2027.....	12098	May 27, 1904.
2028 B.....	12040	" 28 "
5028 B.....	" " "
11027 C.....	" 27 "
11028 D.....	" 28 "
3000 A.....	June 1 "
3002.....	" 2 "
3002 A.....	" 2 "
3002 B.....	" 2 "
6002 D.....	" 2 "
6002 G.....	" 2 "
6002 J.....	" 2 "
6002 K.....	" 2 "
6002 Q.....	13021	" 2 "
9002 C.....	" 2 "

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9002 D.....	June	2, 1904.
9004 A.....	"	4 "
9004 B.....	"	4 "
9004 C.....	"	4 "
12002 A.....	"	2 "
12003 A.....	"	3 "
12003 C.....	"	3 "

Thomas E. Waggaman, Real Estate Broker & Auctioneer, 917 F
Street, N. W.

WASHINGTON, D. C., *June* 24, 1904.

REV. DEAR SIR: Enclosed find list of interest to be endorsed on
notes.

Yours very truly,

THOMAS E. WAGGAMAN.

Rev. Geo. A. Dougherty, The Catholic University.

JUNE 24, 1904.

No.	Registered No.	Interest paid to
6011 B.....	March 11, 1904.
11011 E.....	Feb. 11 "
3018 B.....	June 18 "
3019 C.....	13014	" 19 "
3020 D.....	" 20 "
3024.....	" 24 "
6017 A.....	" 17 "

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6017 C.....	March 17, 1904.
6018 C.....	12061	" 18 "
6023.....	" 23 "
6024.....	" 24 "
9017.....	" 17 "
9017 A.....	12068	" 17 "
12016 A.....	" 16 "
12017.....	.....	" 17 "
12018 A.....	12085	" 18 "
12019 E.....	.....	" 19 "
12019 F.....	13006	" 19 "
12021 E.....	13044	" 21 "
12022.....	.....	" 21 "

Thomas E. Waggaman, Real Estate Broker & Auctioneer, 917 F
Street, N. W.

WASHINGTON, D. C., *July 6, 1904.*

REV. DEAR SIR: I enclose herewith a list giving the numbers
and dates, to which interest is paid on notes that you hold. Kindly
have this endorsement made on the notes.

Yours very truly,

THOMAS E. WAGGAMAN.
A.

Rev. Geo. A. Dougherty, Catholic University.

JULY 6, 1904.

No.	Registered No.	Interest paid to
3025 C.....	.....	June 25, 1904
3026 C.....	.....	June 26, 1904
3030 B.....	.....	June 30, 1904
160		
6025 C.....	.....	June 25, 1904
9029 C.....	.....	June 29, 1904
12027 D.....	.....	June 27, 1904
12028 A.....	.....	June 28, 1904
12029 B.....	12086	June 29, 1904
12031 B.....	.....	June 30, 1904
1002 B.....	.....	July 2, 1904
1002 D.....	12033	July 2, 1904
1005 D.....	13033	July 5, 1904
1006 A.....	12034	July 6, 1904
4000 D.....	.....	July 1, 1904
4000 N.....	13047	July 1, 1904
4002 F.....	.....	July 2, 1904
4003.....	.....	July 2, 1904
7000 I.....	.....	July 1, 1904
7002 D.....	.....	July 2, 1904
7003 A.....	.....	July 3, 1904
7003 B.....	.....	July 3, 1904
7005 B.....	.....	July 5, 1904
10000.....	13028	July 1, 1904
10002 F.....	.....	July 2, 1904
10003 D.....	.....	July 3, 1904
10005 C.....	.....	July 5, 1904

Thomas E. Waggaman, Real Estate Broker & Auctioneer, 917 F
Street, N. W.

WASHINGTON, D. C., *July 16, 1904.*

REV. DEAR SIR: I enclose herewith a list giving the numbers
and dates to which interest is paid on notes that you hold.
161 Kindly have this endorsement made on the notes.
Yours very truly,

THOMAS E. WAGGAMAN.
A.

Rev. George A. Dougherty, The Catholic University.

O. K.
CAIN.
7/20.

JULY 16, 1904.

No.	Registered No.	Interest paid to
1009.....	.....	July 9, 1904
1012 B.....	.....	July 12, 1904
1013 B.....	.....	July 13, 1904
1013 D.....	12,036	July 13, 1904
1013 E.....	12,081	July 13, 1904
1014.....	.....	July 14, 1904
4007 C.....	12,007	July 7, 1904
4009 B.....	12,042	July 9, 1904
4009 C.....	13,016	July 9, 1904
4012 A.....	.....	July 12, 1904
4014.....	12,043	July 14, 1904
4015 A.....	12,044	July 15, 1904
4017 G.....	13,017	July 17, 1904
7008 G.....	.....	July 8, 1904
7011 G.....	.....	July 11, 1904
7015 A.....	.....	July 15, 1904
7016 A.....	.....	July 16, 1904
7016 B.....	.....	July 16, 1904
7017 F.....	12,064	July 17, 1904
162		
7020 C.....	.....	July 20, 1904
10,010.....	.....	July 10, 1904
10,011 A.....	12,071	July 11, 1904
10,013 D.....	13,040	July 13, 1904
10,015 G.....	13,036	July 15, 1904

AUGUST 3, 1904.

No.	Registered number.	Interest paid to
1026 A.....	.....	July 26, 1904
2000 B.....	13036	Aug. 1, "
4027.....	.....	July 27 "
5000 I.....	13034	August 1 "
5002 A.....	.....	" 2 "
5002 B.....	.....	" " "
5003.....	.....	" 3 "
7029 A.....	13027	July 29 "
7031 B.....	13026	July 31 "
8002 F.....	.....	August 2 "
11000 A.....	.....	" 1 "
11000 C.....	.....	" " "

Thomas E. Waggaman, Real Estate Broker & Auctioneer, 917 F
Street N. W.

WASHINGTON, D. C., August 17, 1904.

REV. DEAR SIR: I enclose herewith a list showing date to which
interest is paid on loans held by the University. Kindly have the
endorsements made on the notes.

Yours very sincerely, THOMAS E. WAGGAMAN.

Rev. Geo. A. Dougherty, Secretary, Catholic University.

O. K.

CAIN.

9 / 20.

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AUGUST 17, 1904.

No.	Registered No.	Interest paid to
2004.....	August 4, 1904.
2012 A.....	" 12 "
2012 B.....	.....	" " "
2013 A .....	.....	" 13 "
2014 B.....	.....	" 14 "
5005 A.....	.....	" 5 "
5005 B.....	13018	" 5 "
5007 E.....	.....	" 7 "
5009 A.....	12056	" 9 "
5011 C.....	.....	" 11 "
5012 A.....	12057	" 12 "
5014 B.....	13019	" 14 "
5014.....	.....	" 14 "
8014 A.....	.....	" 14 "
11006 E.....	12074	" 6 "
11007.....	.....	" 7 "
11010.....	.....	" 10 "
11014 B.....	.....	" 14 "

1025.....	.....	.....	July	25, 1904.
6025 A.....	.....	.....	June	25 "
1031 H.....	.....	.....	July	31 "
1026 B.....	.....	.....	July	26 "
1028.....	.....	.....	July	28 "
1028 A.....	.....	.....	July	28 "
1031 D.....	.....	.....	July	31 "
11011 G.....	12076	.....	August	11 "

164 The WITNESS: On receipt of these statements I had the interest endorsed on the back of the notes by Mr. Cain, as called for by the statements. The University received all of the interest called for by the different endorsements of interest on the notes. The interest was received from Thomas E. Waggaman.

On cross examination the witness said:

Mr. Waggaman made the payments of interest about the first of every month, but the checks or money did not accompany these statements. Mr. Waggaman would send us the interest due every month and continue to do so up to and including July 1904.

Whereupon the plaintiff to further maintain the issues on its part joined recalled THEODORE COCHLEU, Jr., who continued his testimony as follows:

In stating the accounts of Thomas E. Waggaman I found the open account he had with John F. Waggaman. I have a copy of that account which was made up from the press copy books in the office of Thomas E. Waggaman. That was his method of keeping accounts. He had no ledger. His accounts were kept in press copy books. Some records were kept on the back of envelopes containing papers and some papers were kept in so-called note-books, but were not complete, but he kept no regular set of books. The book which I hold is called interest account book No. 42, containing entries from May 22, 1904, to August 23, 1904. On page 320 of that book under date of August 23, 1904, there is a statement of John F. Waggaman's account. I found no other open account of Thomas E.

Waggaman against John F. Waggaman.

165 Whereupon counsel for plaintiff offered said letter press copy of statement of August 23, 1904, in evidence for the purpose of showing that the balance due from John F. Waggaman to Thomas E. Waggaman was about \$78,343.00, being the same amount which John F. Waggaman, in his proof of claim against the estate of Thomas E. Waggaman, Bankrupt, admitted to be due from him to said Thomas E. Waggaman, and for which he gave the Bankrupt credit in his said proof of claim, but the offer was objected to on behalf of the defendant, and the court sustained said objection, to which ruling of the court the plaintiff then and there duly noted an exception. Said letter press copy of said statement is in words and figures as follows:

"AUGUST 23, 1904.

1903.		
Jan. 30.	Amount due by John O. Gantt <i>et al</i>	232.14
1904.		
Aug. 2.	Amount due by you	69,708.84
	Int. from Aug. 2/04 to date	243.97
3.	Quarterly Int. #5003	68.52
11.	Quarterly Int. #5011 C.....	136.68
14.	Quarterly Int. #8014 A.....	19.04
23.	Your portion of am't due Wesley Heights acc't..	137.64
	Amount due.....	70,546.83
		<hr/>
		70,546.83 70,546.83
		<hr/>

The WITNESS: In stating the accounts of Thomas E. Waggaman I discovered the accounts which are covered by the notes in suit. There is one other note in connection with this series of notes. When I last saw it, it was in the possession of H. Rozier Dulany, Trustee of Thomas E. Waggaman, bankrupt. I first went into Thomas E. Waggaman's office about January, 1905, and had no previous knowledge of any of his affairs.

Whereupon witness was asked to state the amount of said note, and answered \$5000, but the defendant objected, and the court sustained the objection, to which ruling of the Court the plaintiff then and there duly noted an exception.

The witness further stated that he could not point off-hand to the monthly statement covered by said note, as he did not have the book in court with that note in it.

No cross examination.

Whereupon the plaintiff, to further maintain the issue on its part joined, recalled GEORGE A. DOUGHERTY, who testified that from the spring of 1902, which is as far back as his knowledge extends, until March 10, 1904, Thomas E. Waggaman, as agent of the plaintiff, held all of the securities of the University in his physical possession, including the notes in suit, said securities being in amount in the neighborhood of \$876,000, and on said last mentioned date their physical possession was delivered to the University. He had held the securities as agent of the University.

This was all the evidence offered by the plaintiff.

Whereupon the defendant moved the court to instruct the jury to return a verdict for the defendant, which motion after argument was granted, and the court instructed the jury upon all the evidence to return a verdict for the defendant, which was accordingly done, to the granting of which motion and instruction to the jury, and the direction of a verdict for the defendant, the plaintiff then and there duly excepted.

All of the exceptions hereinbefore referred to were noted on the minutes of the court as they were severally taken, and the plaintiff prayed the court to sign and seal this its Bill of Exceptions, to have the same force and effect as if the ruling herein contained were

set out in separate bills of exceptions, which is accordingly done, this 19th day of July, A. D. 1907, now for then.

THOS. H. ANDERSON, *Justice*. [SEAL.]

Directions to Clerk for Preparation of Transcript of Record.

Filed August 8, 1907.

In the Supreme Court of the District of Columbia.

At Law. No. 47495.

THE CATHOLIC UNIVERSITY OF AMERICA

vs.

JOHN F. WAGGAMAN.

In making up the record on appeal the Clerk will please include the following:—

1. Declaration.
- 168 2. Pleas of Defendant.
3. Joinder of issue on 1st and 2nd pleas.
4. Demurrer to Defendant's 3rd plea.
5. Demurrer to Defendant's 3rd plea overruled and leave to file Replications in fifteen days.
6. Replications (2) to 3rd plea.
7. Joinder in issue to Replications to 3rd plea.
8. Memo. of verdict of jury.
9. Motion for new trial overruled and judgment-appeal noted and bond fixed \$100.
10. Bond on appeal.
11. Stipulation as to bill of exceptions.
12. Bill of exceptions signed.
13. Extension of time for filing record.

GEORGE E. HAMILTON,
Of Counsel for Pl'ff.

169 Supreme Court of the District of Columbia.

UNITED STATES OF AMERICA, *District of Columbia, ss:*

I, John R. Young, Clerk of the Supreme Court of the District of Columbia, hereby certify the foregoing pages numbered from 1 to 168 both inclusive, to be a true and correct transcript of the record according to directions of counsel herein filed, copy of which is made part of this transcript, in cause No. 47495, at law, wherein The Catholic University of America, a corporation, is Plaintiff, and John F. Waggaman is Defendant, as the same remains upon the files and of record in said Court.

In testimony whereof, I hereunto subscribe my name and affix the seal of said Court, at the city of Washington, in said District, this 30th day of August, A. D. 1907.

[Seal Supreme Court of the District of Columbia.]

J. R. YOUNG, *Clerk*,
By ALF. G. BUIRMAN,
Assistant Clerk.

Endorsed on cover: District of Columbia supreme court. No. 1825. The Catholic University of America, a corporation, appellant, vs. John F. Waggaman. Court of Appeals, District of Columbia. Filed Sep. 3, 1907. Henry W. Hodges, clerk.

